

Frontier
Adoption Reimbursement Policy
for CWA 1298 Employees

IMPORTANT BENEFITS INFORMATION

IMPORTANT INFORMATION

In all cases, the official Policy document governs and is the final authority on Policy terms. Frontier reserves the right to terminate or amend any and all of its employee benefits plans, programs, or policies. Participation in the plans, programs, and/or policies is neither a contract, nor a guarantee of future employment.

What Is This Document?

This document is a guide to your Policy Benefits. See the “Eligibility and Participation” section for more information about Policy eligibility.

What Information Do I Need to Know to Use This Document?

Eligibility, participation, benefits provisions, forms of payment and other Policy provisions depend on certain factors such as your:

- Employment status (for example full-time or part-time),
- Job title classification,
- Employer, and
- Service history (for example, hire date, Termination Date or Term of Employment).

To understand how the various provisions affect you, will need to know the above information. The Benefits Administrator can provide these details. See the “Contact Information” section for more information on how to contact the Benefits Administrator.

What Action Do I Need to Take?

You should review this document.

How Do I use This Document?

It is important that you read this document in its entirety, so that you can understand the Policy details. Also, throughout this document, there are cross-references to other sections in the document. Please consult the Table of Contents to help you locate these cross-referenced sections.

Keep this document for your future reference. It is your primary resource for your questions about the Policy.

Frontier Benefits Service Center

The Frontier Benefits Service Center offers a Web site called Frontier Benefits Service Center™ where you'll find tools to help you manage benefits. You can access Frontier Benefits Service Center on the About You page on the Internet at <http://www.frontierbenefitscenter.com>.

The Web site makes finding information fast and easy as it guides you through your benefits transactions, including enrollment. In addition to enrolling on the site, you can:

- Hotlink to other provider sites.

- Create and print personalized provider listings and maps to providers' offices for most policies.
- Review details about your healthcare and insurance plans.
- Select and update your beneficiary designations.
- Verify your Frontier elections that are on file at the Frontier Benefits Service Center.
- Change your Frontier Benefits Service Center password.
- Give yourself a helpful "hint" in case you forget your password.

Frontier Benefits Service Center representatives are available should you have questions about your benefits. To reach the Frontier Benefits Service Center via telephone, call 1-855-387-3887. Via this toll-free telephone number, you also can connect with other Frontier benefit providers.

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INTRODUCTION

The Frontier Adoption Reimbursement Policy for CWA 1298 Employees provides financial assistance to eligible Employees for the cost of adopting a Child. Under this Policy, eligible Employees can be reimbursed for Qualifying Adoption Expenses associated with Adoptions, up to \$5,000 a Child. Reimbursement for Qualifying Adoption Expenses can only be made after the Adoption has been finalized. The Policy covers adoptions both inside and outside of the United States.

This Policy document legally governs the operations of the Frontier Adoption Reimbursement Policy and is the final authority on Policy terms. Frontier intends to continue the Policy described within this document. However, it reserves the right at any time and for any reason, and without notice, to change, modify or terminate any of the terms, conditions or benefits of the Policy.

ELIGIBILITY

Eligible Employees

A full-time Regular Employee and a full-time Term Employee classified by Frontier as CWA 1298 (including those on a leave of absence (LOA) or receiving short-term disability benefits) is eligible for reimbursement of Qualifying Adoption Expenses, provided the Employee was a Frontier CWA 1298 Employee eligible under this Program at the time the Adoption expense was incurred.

Effective Date of Eligibility

Bargained Employees are eligible under the Policy on the first day of the month during which the Employee attains six months of Term of Employment (also known as net credited service or NCS).

Eligible Employees may be reimbursed for Qualifying Adoption Expenses incurred during the period he or she has been employed by a Participating Company, but only after the first day of month during which the Employee attains six months of NCS.

Employees do not have to enroll in the Policy to be reimbursed.

Rehired Employees

Former Employees who are rehired as CWA 1298 Employees and become eligible for active level of benefits are eligible for adoption reimbursement benefits. If you are a rehired Former Employee, see your medical Summary Plan Description to determine whether you are covered under Frontier sponsored post-employment medical programs during rehire or by the active level of benefits.

CONTRIBUTIONS

Employees do not contribute to the cost of the Policy. All Qualifying Adoption Expenses and other expenses incurred in administering the Policy are paid by the Participating Companies.

COVERED EXPENSES UNDER THE POLICY

The Policy reimburses Qualifying Adoption Expenses for the Adoption of a Child from an approved public or private Agency or independent source inside or outside of the United States. Qualifying Adoption Expenses for the Adoption of a stepchild, relative or foster child are also covered.

Qualifying Adoption Expenses incurred by a Spouse/Legally Recognize Partner (LRP) who is not an Employee and who adopts an Employee's Child are also reimbursable. Refer to the "Definitions" section of this document for more information on who qualifies as a "Spouse" and "LRP."

The following expenses incurred before or after the Initial Placement are Qualifying Adoption Expenses that are covered under the Policy, up to \$5,000 a Child:

- Agency fees from recognized public and private Agencies;
- Fees from private placement through attorneys and physicians;
- Legal and court fees;
- Foreign Adoption fees and passenger airfare to bring the Child home; and
- Temporary child care charges incurred before placement or Foreign Adoption.

Other reasonable expenses may be covered, at the sole discretion of the Policy Administrator, if, in the opinion of the Policy Administrator, they are consistent with local and customary costs associated with Adoptions.

If the Child turns the age of 18 before the Adoption is finalized, Qualifying Adoption Expenses are covered as long as the Initial Placement of the Child occurs before the date the Child turns 18.

EXPENSES NOT COVERED UNDER THE POLICY

The following expenses are not Qualifying Adoption Expenses and are not covered under the Policy:

- Transportation costs (except for Foreign Adoptions as listed above);
- Voluntary donations or contributions;
- Expenses incurred by or on behalf of the biological parents; and
- Costs to obtain Guardianship or custody of a Child not associated with the legal Adoption of a Child.

Other expenses, at the sole discretion of the Policy Administrator, may not be covered under the Policy.

WHEN COVERAGE ENDS

An Employee's eligibility for reimbursement of Qualifying Adoption Expenses under the Policy ends on the first date one of the following events occur:

- The Employee's employment with a Participating Company is terminated;

- The Employee is no longer a full-time Employee of a Participating Company, and/or
- The Employee is no longer a Regular or Term CWA 1298 Employee of a Participating Company.

After the Employee is no longer eligible under the Policy, the Employee still may submit a claim for reimbursement if:

- Qualifying Adoption Expenses were incurred on or before the date the Employee's eligibility ended;
- The Initial Placement of the Child or the Foreign Adoption occurred on or before the date eligibility under the Policy ended, and
- The Adoption is ultimately finalized.

HOW TO FILE A CLAIM FOR REIMBURSEMENT

An Employee must file a claim for reimbursement in accordance with the terms and conditions of the Policy. Please see the end of this document for contact information for the Claims Administrator.

The Adoption Reimbursement Claim Form (Claim Form) is available through the Claims Administrator. The Claim Form, along with the necessary written documentation, must be submitted to the Claims Administrator to receive reimbursement of Qualifying Adoption Expenses under the Policy. The type of Adoption will determine the necessary documentation. The Claims Administrator, in its sole discretion, will determine what documentation is necessary for any Adoption claim.

The necessary steps to file a claim for reimbursement of Qualifying Adoption Expenses are listed below:

1. After the Employee incurs all of his or her Adoption expenses and the Adoption has been finalized, the Employee must contact the Claims Administrator.
2. The Employee should attach the following to the completed Claim Form, as applicable:
 - a. A copy of the official written confirmation of Initial Placement stating the date the Child was initially placed in the Employee's home for Adoption. An official written confirmation of Initial Placement includes, but is not limited to:

Agency Adoption

Adoption Agency placement agreement stating when the Child was Initially Placed in the Employee's home for Adoption.

Independent Adoption

Hospital release form stating when the Child was Initially Placed in the Employee's custody for Adoption purposes, or a letter from an attorney stating when the Child was Initially Placed in the Employee's home solely for the purpose of Adoption.

Stepchildren/Relatives Adoption

Letter from attorney stating when the Adoption process began; or Petition for Adoption.

Foster Children Adoption

Adoption placement agreement stating that the foster Child is in the Employee's home for Adoption.

- b. A copy of the Adoption decree.
 - c. A copy of the proof of birth (such as a birth certificate, Social Security card, or any other document that the Claims Administrator determines to be necessary and appropriate).
 - d. All original itemized receipts for Qualifying Adoption Expenses and a signed statement that the Qualifying Adoption Expenses have been paid; receipts will be returned to the Employee after processing.
3. The Employee must submit the completed Claim Form, receipts and other necessary attachments to the address on the bottom of the form or as directed by the Claims Administrator within 12 months after the Adoption has been finalized.
 4. The Employee should receive his or her reimbursement in approximately six to eight weeks.

IMPORTANT: The Employee and/or his or her Spouse/LRP may only file one Claim Form an Adoption, even if his or her Spouse/LRP is also an Employee. All expenses that the Employee wants considered for reimbursement, up to \$5,000. must be included on the same Claim Form

Reimbursement of Qualifying Adoption Expenses may be considered taxable income, and the reimbursement may be subject to applicable federal, state, local, Social Security, Medicare and other payroll taxes. These taxes will be withheld from the Employee's paycheck on which the reimbursement payment is made. If required, the reimbursed Qualifying Adoption Expenses will be reported as gross income, and any applicable taxes withheld reflected on the Employee's Form W- 2 in the tax year reimbursed. We recommend the Employee consult a tax adviser to discuss their individual situation.

CLAIMS AND APPEALS PROCESS UNDER THE POLICY

This document expresses the terms and conditions under which benefits are payable in specific terms. Whenever the wording of this document is completely explicit with respect to any claim that arises, past administrative practice and determination of the Claims Administrator will govern payment.

The Policy and Claims Administrator, as applicable, will have full and exclusive authority and discretion to grant and deny claims under the Policy, including the power to interpret the Policy and determine the eligibility of any individual to participate in and receive benefits under the Policy.

The Claims Administrator will notify a claimant, either in writing or electronically, of the decision regarding his or her claim within 90 days of the receipt of the claim. By written or electronic notice sent before the end of the 90 day period, the Claims Administrator may extend this 90 day period for up to an additional 90 days if it determines that special circumstances require more time to determine the claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the final decision may be expected.

The Employee may treat his or her claim as denied if he or she does not receive a written or electronic notice from the Claims Administrator that the claim is denied, either in whole or in part, within 90 days of the Claims Administrator's receipt of the claim. If the claimant receives a written or electronic notice from the Claims Administrator that the claim is denied, the notice will contain:

- Specific reasons for the denial,
- If applicable, a description of any additional information needed to make the claim acceptable and the reason the information is needed, and
- A description of the procedure by which the claimant may appeal the denial.

If the Employee's claim is denied in whole or in part and the Employee disagrees with the decision, he or she may appeal the decision by filing a written request for review. The Employee or his or her authorized representative must make the request for review within 60 days of receipt of the denial notice, or the denial will become final.

If the Employee or his or her authorized representative sends a written request for review of a denied claim, the Employee or his or her representative has the right to:

- Send a written statement of the issues and any other comments, along with any new or additional evidence or materials in support of the appeal.
- Reasonable access to and copies of all documents, records and other information relevant to the claim for benefits.

In his or her appeal, the Employee should state as clearly and specifically as possible any facts and/or reasons why he or she believes the Claims Administrator's action is incorrect. The Employee should also include any new or additional evidence or materials in support of his or her appeal that he or she wishes the Claims Administrator to consider. Such evidence or material must be submitted along with a written statement at the time of the appeal.

Unless the Employee is notified in writing that more time is needed, a review and decision on his or her appeal must be made within 60 days after his or her appeal is received. If special circumstances require more time to consider the Employee's appeal, the Claims Administrator may take an additional 60 days to reach a decision, but the Employee must be notified in writing that there will be a delay.

If the Employee's appeal is denied, the Claims Administrator's decision will be in writing or sent electronically and will contain:

- Specific reasons for the denial
- Specific references to the Policy provisions on which the denial is based

If the Employee's appeal is denied, it is final and not subject to further review.

IMPORTANT: If the Employee fails to go through the claims and appeal process described in this document, then the Employee has no further claims for benefits, and neither Frontier nor the Policy shall have any liability, with respect to any benefits under the Policy.

A legal action should not be filed until the Employee completes the claim and appeal process. Any claim or action that is filed in a court or other tribunal against or with respect to the Policy must be brought within the following timeframes:

- For any claim or action relating to benefits, the claim or action must be brought within three years of the date the expense was incurred.
- For all other claims (including eligibility claims), the claim or action must be brought within two years of the date when you know or should know of the actions or events that gave rise to your claim.

Any claim or action relating to the Policy (including claims for eligibility, benefits or other matters) must only be brought or filed in the United States District Court for the District of Connecticut. Process in legal actions concerning the provision of benefits under the Policy should be served on the Agent for Service of Legal Process for the Policy.

DEFINITIONS

For purposes of this Policy, the following definitions apply unless the context clearly indicates otherwise:

Adoption. The legal process by which a parent-child relationship is decreed between the Employee (or the Employee's Spouse/LRP) and a Child.

Agency. A placement source where a Child is referred for purposes of Adoption, and which assists with facilitation of the Adoption process.

Bargained Employee. An Employee whose job title and classification is included in a collective bargaining agreement between a Participating Company and a union.

Benefits Administrator. Any third party, insurance company or other organization or individual to which the Company or the Policy Administrator has delegated any administration function, including the duty to process and/or review a claim for benefits, under the Policy.

Child. Any individual who is:

- Under the age of 18 or physically, mentally and/or medically incapable of self-support; and
- Unrelated by blood or marriage to the Employee or the Employee's Spouse or LRP, except Employee's or the Employee's Spouse's or LRP's:
 - Stepchild.
 - Child by birth.
 - Relative by blood or marriage.

Claims Administrator. See the definition of Benefits Administrator.

Company. Frontier Communications

Employee. Any individual, other than a leased employee or Nonresident Alien Employed Outside the United States, who is carried on the payroll records of a Participating Company as a full-time Regular, Term, or Regular Limited Term Employee and who receives a regular and stated compensation, other than a pension or retainer, from that Participating Company, in exchange for services rendered to that Participating Company.

- For purposes of the preceding sentence, the term "leased employee" refers to any individual who is a leased employee within the meaning of Section 414(n)(2) of the Code; and
- The term "Employee" does not include any individual:
 - Who is rendering services to a Participating Company pursuant to a contract, arrangement or understanding either purportedly (i) as an independent contractor, or (ii) as an employee of an agency, leasing organization or any other such company that is outside of the Frontier Controlled Group and is providing services to a Participating Company; or

- Who is treated by an agency, leasing organization or any other such company that is outside of the Frontier Controlled Group as an employee of such agency, leasing organization or other such company while rendering services to a Participating Company, even if such individual is later determined (by judicial action or otherwise) to have been a common law employee of a Participating Company rather than an independent contractor or an employee of such agency leasing organization or other such
- For purposes of this definition, a “Nonresident Alien Employed Outside the United States” is any individual who receives no earned income (within the meaning of Section 11(d)(2) of the Code) from any Participating Company that constitutes income from sources within the United States (within the meaning of Section 861(a)(3) of the Code).

Foreign Adoption. The Adoption of a Child outside the United States.

Frontier Controlled Group. With respect to the named company, each:

- Corporation that is a member of a controlled group of corporations within the meaning of section 414(b) of the Code of which the named company is a member;
- Trade or business (whether or not incorporated) with which the named company is under common control (as defined in section 414(c) of the Code);
- Organization (whether or not incorporated) that is a member of an affiliated service group (as defined by section 414(m) of the Code) that includes the named company; and
- Other entity required to be aggregated with the named company and treated as a single employer under section 414(o) of the Code.

Guardianship. In-legal responsibility for a minor residing in the household of an Employee, an Employee’s Spouse, or an Employee’s LRP, as appointed by a court of competent jurisdiction under applicable state law.

Initial Placement or Initially Placed. The date upon which (a) a Child is initially placed in an Employee’s home for the purpose of Adoption within the United States or (b) the Adoption process of a Child outside the United States begins.

Leased Employee. An individual who is not an Employee of a Participating Company and who provides services to a Participating Company where the:

- Services are pursuant to an agreement between the Participating Company and a leasing organization,
- Individual performs such services on a substantially full-time basis for a period of at least one year, and
- Services are performed under the primary direction or control of the Participating Company.

No Leased Employee shall be eligible to participate in the Policy.

Legally Recognized Partner (LRP). Any individual:

- Who is a Registered Domestic Partner (RDP), or
- With whom an Eligible Employee or Eligible Former Employee has entered into a same-gender relationship pursuant to and in accordance with state or local law, such as civil union or other legally recognized arrangement that provides similar legal benefits, protections and responsibilities under state law that are afforded to a Spouse.

Nonresident Alien Employed Outside the United States. Any individual who receives no earned income (within the meaning of section 911(d)(2) of the Internal Revenue Code) from any Controlled Group Member which constitutes income from sources within the United States (within the meaning of section 861(a)(3) of the Internal Revenue Code).

Participating Company. Any Frontier Controlled Group member which employs CWA 1298 employees.

Policy. The Frontier Adoption Reimbursement Policy for CWA 1298 Employees.

Policy Administrator. The Policy Administrator is identified in the Policy Information table.

Qualifying Adoption Expenses. Expenses that are eligible for reimbursement under the Policy. See the “Covered Expenses Under the Policy” and the “Expenses Not Covered Under the Policy” sections.

Registered Domestic Partner (RDP). Any individual with whom an Employee or Eligible Former Employee has entered into a domestic partnership that has been registered with a governmental body pursuant to state or local law authorizing such registration and such relationship has not terminated. You may be asked to provide a copy of the domestic partner registration and other evidence that you continue to meet the requirements of the applicable registry and that the registered domestic partnership has not ended. See the “Dependent Eligibility Verification” section for information for dependent enrollment and verification of dependent eligibility.

Regular Employee. An individual who is classified as a “regular employee” by a Participating Company.

Regular Limited Term Employee. An individual who is classified as a “regular limited term employee” by a Participating Company, which is generally an Employee whose employment is expected to continue for longer than one (1) year but less than twenty-four (24) months, or as otherwise defined by an applicable collective bargaining agreement, although employment may be terminated earlier by action on the part of the Employer or the Employee.

Spouse. The person of the same or opposite sex to whom you are legally married, including through Common Law Marriage. A same-sex spouse means your legal spouse with whom you have entered into a legal marriage in a state or foreign country that authorizes the legal marriage of two individuals of the same sex. (Civil unions are not considered marriages for this purpose.) For purposes of the Policy, your married status remains regardless of whether you now or in the future reside in a state that does not authorize the marriage of same-sex individuals.

Term Employee. An individual who is classified as a “temporary employee” by a Participating Company.

Term of Employment. A period of employment of an Employee in the service of one or more members of the Frontier Controlled Group, as determined in accordance with the applicable Frontier sponsored pension benefits plan.

OTHER POLICY INFORMATION

Policy Administrator

The Policy Administrator is authorized to carry out those activities necessary to administer this Policy. The Policy Administrator has the sole and absolute discretion to interpret the provisions of the Policy, to make findings of fact, to determine eligibility and the rights and status of Employees and others under the Policy, to decide disputes under the Policy and to delegate all or a part of this discretion to third parties. To the extent permitted by law such interpretations, findings, determinations and decisions shall be final and conclusive on all persons for all purposes of the Policy.

Administration

The Policy Administrator has delegated to the Claims Administrator certain functions, including, but not limited to the processing of benefits and claims. In carrying out these functions, it has the discretionary authority and responsibility for interpreting the provisions of the Policy, making findings of fact, determining the amount of benefits payable and deciding claims and appeals under the Policy.

Amendment or Termination of the Policy

Frontier intends to continue the Policy described within this document, but reserves the right to amend or terminate the Policy or amend or eliminate benefits under the Policy at any time, for any reason. This Policy may be modified or terminated at any time by Frontier. In addition, each Participating Company reserves the right to end its participation in the Policy. In any such event, Employees of the Participating Company may not be eligible to receive benefits as described in this document, and may lose benefits coverage. However, no amendment or termination of the Policy will diminish or eliminate any claim for reimbursement to which an eligible Employee may have become entitled prior to termination, unless the termination or amendment is necessary for the Policy to comply with the law.

Although no Policy amendment or termination will affect your right to a benefit for which you are already entitled, this does not mean you will acquire a lifetime right to any Policy benefit, to eligibility for Policy coverage, or to the continuation of the Policy merely because the Policy was in effect during your employment or at the time you received a benefit under the Policy or at any time thereafter.

Information to Be Furnished

An Employee seeking reimbursement will provide the Policy Administrator, Claims Administrator and his or her Participating Company with such information and evidence, and will sign such documents, as reasonably requested from time to time for the purpose of administration of the Policy.

Controlling Law

The Policy is not intended to be governed by or interpreted in accordance with ERISA. Further, the Policy will be construed, administered, and enforced according to the applicable laws of the State of Connecticut.

Overpayments

If any overpayment is made to an Employee under the Policy for any reason, the Policy Administrator or the Employee's Participating Company may recover the overpayment by deducting it from future wages, or by any other means available, including the pursuit of a civil action against the Employee in appropriate cases.

Adoption Information

As a condition precedent to the payment of benefits hereunder, an Employee shall authorize the Company or any Participating Company, Agency, attorney, or any other custodian of documentation pertaining to a claim for reimbursement under the Policy to furnish the Claim Administrator with any and all information and records relating to his or her Adoption of a Child. Such authorization shall be treated as a waiver of all provisions of law forbidding such disclosure.

OTHER POLICY INFORMATION

Other Policy Information	
Policy Name	Frontier Communications Adoption Reimbursement Policy for CWA 1298 Employees
Policy Sponsor/Employer Identification Number (EIN)	Frontier Communications 2 Washington Street Norwalk, CT 06854 Frontier.Benefits.Team@fr.com EIN: 86-2359749
Policy Administrator	Frontier Benefits Service Center c/o Empyrean PO Box 2607 Bellaire, TX 77402
Agent for Service of Legal Process	Frontier Communications Attn: General Counsel 2 Washington Street Norwalk, CT 06854
Type of Policy	The Frontier Adoption Reimbursement Policy is neither an employee welfare benefits plan nor an employee pension plan (as those terms are defined in ERISA) and therefore is not subject to the provisions of ERISA.
Collectively Bargained Policy	The Policy is maintained pursuant to one or more collective bargaining agreements. A copy of the collective bargaining agreement may be obtained by participants and beneficiaries whose rights are governed by such collective bargaining agreement upon written request to the Policy Administrator.

CONTACT INFORMATION

Contact Information	
Benefits Administrator and Claims Administrator	
Name	Carelon Behavioral Health (formerly known as Beacon Health)
Type	The Claims Administrator has been delegated certain functions associated with this Policy, including but not limited to the processing of benefits and claims.
Benefits Administrator Contact Number	
Contact Number Information	(877) 342-3389
Benefits Administrator Hours of Operation	
Hours of Operation	24 hours, 7 days a week
Benefits Administrator Website	
Website	www.achievesolutions.net/frontier
Benefits Administrator Mailing Address	
Mailing Address Information	<p>Claims: PO Box 1920 Latham, NY 12110</p> <p>Appeals: PO Box 1860 Latham, NY 12110</p>