

# Summary Plan Description

IMPORTANT BENEFITS INFORMATION

## Frontier Employee Assistance Program For CWA 1298 Employees

*This is a summary plan description (SPD) for the Frontier Employee Assistance Program for CWA 1298 Employees, a component program under the Frontier Communications Health Plan, Plan No. 505. This SPD replaces your existing Employee Assistance Program SPD and all of its summaries of material modifications.*

*Please keep this SPD for future reference.*

## **IMPORTANT INFORMATION**

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In all cases, the official Plan document, which consists of this SPD and all of its SMMs, along with the Plan document for the Frontier Health Care Plan, No. 505, governs and is the final authority on the terms of the Program. Frontier reserves the right to terminate or amend the Program at any time for any reason. Participation in the plans and programs is neither a contract, nor a guarantee of future employment. The Plan provides other benefits, and not all employees are eligible for all benefits under the Plan. Different SPDs describe other benefits and different SPDs apply to different classifications of employees.

### **What Is This Document?**

This SPD is a guide to your Benefits under the Program. This SPD, together with the SMMs issued for this Program, constitute your SPD for this Program. See the “Eligibility and Participation” section for more information about eligibility for the Program.

For those Participants whose benefits are described in this SPD, this SPD document is also your SPD for one of the Programs under the Frontier Health Plan, No. 505 (Plan) with respect to Employee Assistance Program (EAP) benefits provided by the Plan.

### **What Information Do I Need to Know to Use This SPD?**

Eligibility, participation, Benefits and other provisions of the Program depend on certain factors such as your:

- Your employment status (for example, Active Employee)
- Job title classification (for example, bargained)
- Employing Company
- Service history (for example, hire date, termination of employment or term of employment)

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

### **What Action Do I Need to Take?**

Consult this SPD to understand your Benefits.

Be sure to review all relevant sections of the SPD to obtain the information you need.

Contact the Benefits Administrator if you have Benefit questions or the Frontier Benefits Service Center if you have eligibility questions.

## How Do I Use This Document?

As you read this SPD, pay special attention to the key points at the beginning of most major sections and shaded boxes throughout that contain helpful examples and important notes. While using these tools to help you better understand the Program, it is important that you read the SPD in its entirety, so that you can understand the details of the Program. Also, throughout this SPD, there are cross-references to other sections in the SPD. Please consult the Table of Contents to help you locate these cross-referenced sections. Certain words are defined to help you understand the intended meaning. These words are capitalized. See the “Definitions” section for the definitions of these terms.

Keep your SPDs and SMMs for your future reference. They are your primary resources for your questions about the Program.

## 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 your 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 plans.
- 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 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 1-855-387-2887. Via this toll-free telephone number, you also can connect with other Frontier benefit providers.

## Changes to the Plan

While Frontier Communications (Frontier) expects to continue the Plan indefinitely, Frontier also reserves the right to amend, notify, suspend or terminate the Plan at any time, at its discretion, with or without advance notice to participants, subject to any duty to bargain collectively, by action of its Board of Directors or its delegate or by publication of any SPD, summary of material

modification, enrollment materials or other communications relating to the Plan, as approved by Frontier.

Decisions regarding changes to, or termination of, benefits are made at the highest levels of management. Frontier employees below those levels do not know whether Frontier will adopt any particular change and are not in a position to speculate about such changes. Unless and until changes formally are adopted and officially are announced, no one is authorized to assure that any particular change will or will not occur.

## USING THIS SUMMARY PLAN DESCRIPTION

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### KEY POINTS

- *This document is a summary plan description (SPD) for the Frontier Employee Assistance Program (Program). It is effective Jan. 1, 2016, and replaces all previously issued SPDs and Summary of Material Modifications (SMMs).*
- *Use this SPD to find answers to your questions about your Program Benefits.*

The SPD provides information about eligibility, coverage and legal protections for the Program, which is a component program of the Frontier Health Care Plan.

This Program does not provide Medical or Mental Health/Substance Abuse Benefits, which are described by separate documents. If you have questions regarding your medical and mental health/substance abuse benefits, eligibility and what SPD applies to you, contact the Frontier Benefits Service Center for more information.

Certain words are capitalized in this SPD. These words have specific meaning. See the "Definitions" section for descriptions.

### Company Labels and Acronyms Used in This SPD

Most of the information in this SPD applies to all participants. However, some Program provisions regarding eligibility and Benefit levels may differ depending on your job title, employing company and service history. Acronyms, not the official company names or groups, identify differences that apply to a particular company or Employee group.

### Section References

Many of the sections of this SPD relate to other sections of the document. You may not obtain all of the information you need by reading only one section. It is important that you review all sections that apply to a specific topic.

### Program Responsibilities

Your physician or other health service providers are not responsible for knowing or communicating your Benefits under the Program. They have no authority to make decisions about your Benefits under the Program. This Program determines covered EAP Benefits.

## **WHAT IS THE FRONTIER EMPLOYEE ASSISTANCE PROGRAM?**

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### **KEY POINTS**

- *The Program provides assessment, referral and short-term intervention services to assist Eligible Employees and their Eligible Dependents in resolving personal problems.*
- *Enrollment in the Program is automatic for those who satisfy the eligibility conditions.*
- *Program coverage is paid entirely by the Company.*
- *Mental health or substance abuse treatment services are not offered under this Program.*

### **Program Overview**

The purpose of the Program is to provide a Company resource designed to enhance employee and workplace performance and workplace effectiveness through prevention, identification and resolution of personal and workplace problems. Services under the Program focus on problem resolution through assessment, short-term intervention and referral to appropriate resources. The Program provides confidential, assessment, referral and short-term intervention services that are designed to help Covered Persons resolve personal problems such as marital, emotional, drug or alcohol issues.

Mental health or substance abuse treatment services are not offered under the Program. If you are eligible for medical and mental health/substance abuse benefits under a Frontier sponsored employee benefit plan, those benefits will be provided under a separate program referred to in this SPD as a Medical Program. A separate SPD describes mental health/substance abuse benefits that may be available under your Medical Program. Refer to your Medical Program SPD for benefit information. For assistance in determining your eligibility for a Medical Program, contact the Frontier Benefits Service Center.

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## **ELIGIBILITY AND PARTICIPATION**

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### **KEY POINTS**

- *This section includes information to help you determine if you and your dependents are eligible for this Program.*
- *In order to determine your eligibility for the Program, you need to know the Company that employs you, your employment classification and your applicable bargaining unit, if any.*

The following sections summarize the eligibility provisions of the Program for Eligible Employees and their Eligible Dependents. If, after reading this information, you still have questions or wish to confirm eligibility, contact the Frontier Benefits Service Center.

### **Eligible Employees**

You are eligible for the Program as an Eligible Employee if you are an individual who is on the payroll of a Participating Company, are designated as a CWA 1298 employee and are employed in a job covered by a Collective Bargaining Agreement that includes eligibility for Program Benefits.

Your coverage effective date is your date of hire.

### **Eligible Dependents**

Your Eligible Dependents are eligible for Benefits under the Program on the date you become eligible for the Program. All Household Members of an Eligible Employee are Eligible Dependents under the Program.

### **Qualified Medical Child Support Orders**

The Program extends Benefits to an Eligible Employee's noncustodial Child as required by any Qualified Medical Child Support Order (QMCSO). A QMCSO is a court or agency order that does both of the following:

- Meets all applicable legal requirements for qualification.
- Creates, recognizes or assigns to an Employee's Child (alternate recipient), the right to receive coverage under the Program.

A medical child support order must satisfy certain conditions to be qualified. The Frontier Benefits Service Center will notify you if the Company receives a medical child support order that applies to you and will provide you a copy of the Program's procedures used for determining whether the medical child support order is qualified. A medical child support order will generally not be considered to be qualified if it requires the Program to provide Benefits that are not otherwise provided by the Program. Participants and beneficiaries can obtain, free of charge, a copy of such procedures from the Frontier Benefits Service Center.

If the Frontier Benefits Service Center determines the order to be qualified, your Child named in the order will be eligible for coverage as required by the order.

If you have any questions with respect to a QMCSO, please refer them to the Frontier Benefits Service Center identified in the "Contact Information."

### **Alternate Recipients Under Qualified Medical Child Support Orders**

An Eligible Employee's Child who is receiving Benefits under the Program pursuant to a Qualified Medical Child Support Order received by the Frontier Benefits Service Center is entitled to the same rights under COBRA as your Child who is an Eligible Dependent, regardless of whether that Child would otherwise be considered eligible (other than on account of age).

### **Enrollment**

You and your Eligible Dependents are not required to enroll for EAP Benefits. EAP Benefits are available to your Eligible Dependents when you are eligible.

### **Cost and Contributions**

There are no contribution or cost sharing requirements for you or your Eligible Dependents. The full cost for EAP Benefits is paid entirely by the Company. However, the Program does not pay for services you or your Eligible Dependents may receive from a provider to whom you may be referred outside of the scope of the EAP. If you or your Eligible Dependents accept such referrals, you are responsible for the fees charged by the provider, although certain care may be eligible for coverage under any available medical coverage you may have, including a Medical Program. You and your Eligible Dependents are responsible for any cost of treatment by health care providers not covered under your Medical Program, and for applicable Coinsurance, Copayments and Deductibles for services that are covered under your Medical Program. In addition, you and your Eligible Dependents are responsible for any cost of COBRA continuation coverage if elected for continued participation in the Program.

## EAP PROGRAM BENEFITS

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### KEY POINTS

- *The Program helps you identify and assess problem(s) and also helps in problem solving for a variety of situations and is available without regard to any medical coverage you may have.*
- *EAP provides you and your Eligible Dependents with up to a specified number of sessions per issue per year, based on your Eligible Group. See Appendix B to determine the number of Program sessions that are available for your Eligible Group.*
- *You or your Eligible Dependents may request assistance directly. In addition, you may be referred to the EAP Benefits Administrator by your manager or a union representative, if your employment position is covered by a collective bargaining agreement.*
- *Services that are covered under your Medical Program are not covered under the EAP.*
- *Your contact with the EAP Benefits Administrator and EAP Providers is confidential.*

### What Is Covered?

The EAP can help you handle problems that affect your physical, mental and spiritual wellbeing, your career and your relationships. The EAP can help you address a variety of situations including, but not limited to:

- Stress and anxiety
- Marital and family difficulties
- Parenting challenges
- Alcohol and substance abuse
- Relationship issues
- Bereavement
- Job enrichment

### What EAP Can Do for You

The Program provides confidential assessment, referral and short-term intervention services, all of which are designed to help you and your Eligible Dependents resolve personal problems that might impact work performance. The EAP can help you handle problems that affect your physical, mental and spiritual well-being as well as issues with your relationships. The Program offers access 24 hours a day, 365 days a year. The Program offers a range of services (collectively, EAP Services) as follows:

- Individual assessment. Whether it's stress at home or on the job or concerns about a family member, the EAP is available to provide confidential screening, assessment and support.
- Short-term counseling. Many stress-related problems or concerns about a loved one do not require longer-term counseling or treatment. The Program is designed so that EAP Providers can provide short-term support, assist in problem solving or identify new ways to cope with problems.
- Referral. It is difficult to know where to turn when personal problems arise. The EAP Benefits Administrator can facilitate a referral and guide you through the process of resolving your problems.
- Support. Individuals recovering from alcoholism, depression or the loss of a loved one may require support. Benefit Administrator representatives and EAP Providers work with you to develop and coordinate a support plan.

Refer to Appendix B for the number of sessions you and your Eligible Dependents may receive.

If you require additional assistance or treatment outside of the scope of EAP Services, the Benefits Administrator or an EAP will help you with appropriate referrals. Referrals may be made to community organizations or social service programs. If you require additional or specialized counseling, the EAP Provider will provide you with referrals for further assistance. If at any time the EAP Provider determines that your problem is beyond the scope of EAP Services or cannot be resolved within the allotted and authorized sessions, the EAP will refer you to appropriate resources, including providers who might be covered under your Medical Program. It is your responsibility to determine whether (and how) the services of the referred provider are covered under your Medical Program. You are responsible for any fees charged by the referred provider, and if the services are covered under your Medical Program, you are responsible for any payments, deductibles or other charges required by your Medical Program for those services. You decide whether or not to use the services of any referred EAP Provider.

### **How the EAP Works**

When you recognize a problem with alcohol, drugs or emotional stress that is affecting you, your family and/or your work performance and you would like help, you may contact the EAP directly.

In some instances, your supervisor or the Company's human resources representative may recommend that you seek assistance. An Employee may have expressed to their supervisor or a human resources representative some challenges or stress in his or her personal life that have had no observable impact on the Employee's job performance. In such a case, a supervisor or human resource representative is simply providing some helpful guidance to an Employee that this is a resource that exists and may be helpful to the Employee. A supervisor or human resource manager may also refer an Employee who exhibits job performance problems to the Program.

You may also be referred by others. If you are a member of a collective bargaining unit, you may be referred to the EAP by a union representative.

## **Limitations**

The Program, Participating Companies, Program Administrator, Benefit Administrator and EAP Providers do not represent or warrant the level, degree or quality of the services provided by any provider. They do not have any responsibility or liability for the acts or omissions of providers. Also, admission to any treatment facility or availability of services by a specific provider is not guaranteed. If an EAP Provider refers you to a provider outside of the scope of EAP Services, it does not mean that the provider is in a network covered under your Medical Program or that the provider's services are covered under your Medical Program. It is your responsibility to determine whether or how the provider's services are covered under your Medical Program. A separate SPD describes your Medical Program Benefits. Refer to your Medical Program SPD for benefit information.

EAP Services are limited to assessment, referral and short-term problem resolution. It is important to note that services under the EAP are not mental health/substance abuse treatment services that are designed to diagnose and treat mental illness or substance abuse. If your EAP Provider determines that treatment of mental illness/substance abuse is required, you will be referred to the mental health/substance abuse treatment services provided under your Medical Program, if you are enrolled. Refer to your Medical Program SPD for benefit information.

EAP Providers cannot certify disabilities or determine your or an Eligible Dependent's eligibility for Benefits under any other benefit program. Also, the EAP reserves the right to discontinue assistance to participants who disregard the recommendations of the Benefits Administrator or EAP Providers.

## **When to Contact EAP Providers**

You may contact the Benefits Administrator 24 hours a day, 7 days a week, every day of the year (including holidays). When you call the Benefits Administrator, you will be connected with a trained Benefits Administrator representative who will discuss your question, problem or concern. Depending on your situation, the Benefits Administrator representative may:

- Refer you to an EAP Provider in your community for in-person visits;
- Link you to available resources in your community; or
- Provide telephonic consultation/intervention if you are in a crisis situation

Your contact with the Benefits Administrator's representatives and EAP Providers is confidential and will not be shared with anyone without your written consent except when:

- Disclosure is required by law, for example, in cases of child abuse or neglect;
- Disclosure is ordered by a court of law, for example, where records are subpoenaed;
- Disclosure is made in connection with required audits of the Program;
- There is serious threat of harm to you or to another individual;
- You or your representative raise an issue in any legal, administrative or grievance proceeding related to your participation in the Program;

- Treatment refusal or treatment failure represents a danger in the workplace or to public safety; or
- You relate facts which, if accurate, would in the judgment of the Company's Legal Department, present a risk of legal liability on the part of the Company, and you are unable or unwilling to report the matter (a) through the Compliance Line/EEO Hotline, (b) directly to management or (c) through your union representative, if applicable.

Any disclosure of Program information or records for one of the foregoing reasons will occur in a manner which maintains your confidentiality as much as reasonably possible.

See the "Contact Information" section for information on how to contact the Benefits administrator.

*Note: Neither Participation in the Program nor contacting an EAP Provider will impact the Company's right to take appropriate disciplinary action with respect to your employment due to unsatisfactory performance or conduct at any time.*

## WHEN COVERAGE ENDS

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### KEY POINTS

- *Coverage under the Program generally terminates on the last day of the month in which your employment with the Company ends.*
- *Under certain circumstances, coverage will be continued during a leave of absence or while you are receiving severance pay. Refer to your leave of absence policy or severance pay plan for information.*

### For Employees

Coverage under the Program will stop on the earliest of the following:

- The last day of the month in which your employment with a Participating Company stops,
- Your Company is no longer a Participating Company,
- Your LTD benefits cease, or
- The day the Program ends.

See the “Extension of Coverage - COBRA” section for information about what rights you may have to continue coverage.

### For Eligible Dependents

Coverage for your Eligible Dependent stops when:

- Your coverage stops;
- The person is no longer a Household Member.
- The person is your eligible Spouse/Partner or Child who becomes covered as an Employee of the Company under this Program.

See the “Extension of Coverage - COBRA” section for information about what rights you or your dependents may have to continue coverage.

### Extended Coverage During Leave of Absence or Severance Pay Period

You may be entitled to continue your Program coverage during a leave of absence or while you are receiving severance pay. If you have continued eligibility, you will be informed of that in the documents you receive describing your leave of absence or your severance program.

### If Your Active Employment Ends By Reason of Your Death

If you have a surviving Spouse/Partner and/or Children covered by the Program as of the date of your death, they will be eligible to elect continuation coverage under COBRA. See

the “Extension of Coverage - COBRA” section for information about what rights you or your dependents may have to continue coverage.

## CLAIMS PROCEDURE

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### KEY POINTS

- *If you or your Eligible Dependents are denied coverage under the Program, you may file a written Claim with the Frontier Benefits Service Center.*
- *If your Claim is denied, you may appeal the decision within 180 days of receipt of the denial notice.*
- *You must exhaust all appeal processes offered by the Program before filing a lawsuit.*

You, your Eligible Dependents or a duly authorized person have the right under ERISA to file a written Claim under the Program.

The following sections describe the procedures used by the Program to process a Claim, along with your rights and responsibilities. These procedures were designed to comply with the rules of the United States Department of Labor (DOL) concerning Claims. It is important that you follow these procedures to make sure you receive the full extent of your Benefits under the Program. You may file suit in federal court if you are denied Benefits under the Program. However, you must complete all available Claims and Appeal processes offered under the Program before filing suit.

### When to File a Claim for Eligibility

If you or your Eligible Dependents attempt to participate in the Program and are told you or your Eligible Dependent is not eligible to participate in the Program, you may file a written Claim for Eligibility.

You are responsible for initiating the Claim process. The Claim process does not begin until you have provided a written Claim, as outlined below.

### How to File a Claim for Eligibility

To file a Claim, you must submit your written Claim to the Frontier Benefits Service Center, along with any documentation that supports your Claim, to the address in the “Contact Information” section.

You will be notified of the decision within 30 days of the date your Claim for Eligibility is received by the Frontier Benefits Service Center. The Frontier Benefits Service Center may extend this period once (for up to 15 days) if it determines that special circumstances require more time to decide your Claim. If this happens, you will receive a written notice of the special circumstances requiring the extra time and when to expect a response.

If additional information from you is required in order to determine your Claim, you will receive notification and you will have 45 days from the date you receive the notification to provide the information. The decision time period will be suspended until you provide the requested information, up to 45 days.

Once the information is received, your Claim will be decided within the time remaining in the initial 30-day or extended 45-day review period, whichever applies.

If you do not respond to the request for information, your Claim will be decided on the basis of the information available, but you may appeal this decision.

The following table summarizes the Program’s Claim decision time frame:

Activity	Number of Days Allowed	
Frontier Benefits Service Center decides on Claim	30	From the date the Frontier Benefits Service Center receives your initial Claim
Time period is extended if Frontier Benefits Service Center determines special circumstances require more time	Up to 15 additional days	After the initial 30-day period
You must provide additional information requested by the Frontier Benefits Service Center	45	From the date you receive notice from the Frontier Benefits Service Center stating that additional information is needed

### What Happens If Your Claim Is Denied

Your Claim is denied when the Frontier Benefits Service Center sends written notice that denies your Claim or if you do not receive notice of the denial within the time periods described above. A written denial notice will contain:

- Specific reasons for the denial;
- Specific references to the Program provisions upon which the denial is based;
- If applicable, a statement that an internal rule, guideline, protocol or other similar criterion was relied upon in making the determination, and that a copy of the rule, guideline, protocol or criterion will be provided free of charge upon request;
- If applicable, a description of any additional information needed to make your Claim acceptable and the reason the information is needed;
- A description of the Program’s Appeal procedures, and
- A statement of your right to file a civil action under ERISA after you have exhausted all opportunities to appeal under the Program.

### How to Appeal a Denied Claim

If your Claim is denied and you disagree with the decision, you may appeal the decision by filing a written request for review. To appeal the Claim, you or your authorized representative must file a written Appeal with the Frontier Benefits Service Center within 180 days of receipt of the denial notice. A special form is not required; however, you may contact the Frontier Benefits Service Center and obtain an Appeal form. A service representative also can provide the appropriate address to direct your Appeal.

If you or your authorized representative submits an Appeal of a denied Claim, you or your representative has the right to:

- Send a written statement of the issues and any other comments. Be sure to clearly state any facts and/or reasons you believe should be considered and include any documents, records or other information relating to your Appeal

- Include any new or additional evidence or materials that support your Appeal. This information must be provided with your written statement when you file your Appeal
- Request and receive, free of charge, documents relevant to your Claim, such as any internal rule, guideline, protocol or other similar criterion relied on in denying your Claim, and
- Reasonable access to and copies of all documents, records and other information relevant to your Claim for Eligibility.

**Appeals Process**

Individuals who were not involved in the initial decision to deny your Claim, will review and decide your Appeal. In the review of your Appeal, the Plan Administrator, or its designee, will not afford deference to the denied Claim.

The Plan Administrator will notify you of its decision within 60 days of the date of receipt of your Appeal. The Plan Administrator can, in certain circumstances, extend this period (for up to 60 days) if special circumstances require more time to decide your Appeal. If this happens, you will receive a written notice of the special circumstances requiring the extra time and when to expect a response.

The Plan Administrator’s decision on your Appeal will be in writing and will include the specific reasons and references to Program provisions relied on to make the decision. The Plan Administrator’s decision will include 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 your Claim for Eligibility. The Plan Administrator has been delegated the exclusive right to interpret and administer applicable provisions of the Program, and its decisions are conclusive and binding and are not subject to further review under the Program. If your Appeal is denied, it is final and is not subject to further review. However, you may have further rights under ERISA, as described in the “ERISA Rights of Participants and Beneficiaries” section.

The following table summarizes the Program’s Appeal for Eligibility decision time frame:

Activity	Number of Days	
You request a review of a denied Claim	180 days	From receipt of a denial notice
Plan Administrator decides on Appeal	60 days	From the date the Plan Administrator receives your Appeal
Time period is extended if the Plan Administrator determines special circumstances require more time and if extension is permitted	Up to 60 days	After the initial 60-day period

## **EXTENSION OF COVERAGE - COBRA**

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### **KEY POINTS**

- *COBRA continuation coverage is a temporary extension of Program coverage. It allows you, your Spouse/LRP and/or your Children who have lost coverage due to a Qualifying Event to continue coverage for a period of time.*
- *Continuation coverage is the same coverage that the Program offers similarly situated Covered Persons who are currently receiving coverage under this Program.*
- *If you experience a COBRA-Qualifying Event, you must notify WAGeworks at 1-866-747-0039 no later than 60 days after the date on which the event occurs.*
- *If you experience a termination of employment or reduction in hours, the Company will notify the vendor on your behalf.*
- *Once the vendor is notified, you and your Spouse/Partner and Children will receive an election form and notice. If you or your Spouse/Partner and Children do not elect your COBRA continuation coverage within the 60-day election period, you will lose your right to elect continuation coverage.*
- *Generally, you will be required to pay the entire cost of COBRA continuation coverage. This cost is equal to 102 percent of the Company's cost of providing coverage to similarly situated Covered Persons under the Program. If you fail to pay the COBRA premium by the due date, your COBRA coverage will end and you will not be able to re-enroll.*

### **COBRA Continuation Coverage**

Federal law requires most employers sponsoring group health plans to offer a temporary extension of coverage (called "continuation coverage" or "COBRA" coverage) in certain instances when coverage under the Program would otherwise end. This coverage is available to Employees and their Eligible Dependent Children who are covered by the Program.

In this section, "you" is defined as the person or persons who lost coverage due to a COBRA Qualifying Event (the "Qualified Beneficiary").

The Program is subject to this law. You will have to pay the entire premium for your continuation coverage.

This section generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive this coverage. This section provides only a summary of your COBRA continuation rights. For more information about your rights and obligations under the Program and under federal law, request a copy of the Plan document from the Plan Administrator. See the "Your ERISA Rights" section for contact information.

The COBRA Administrator is WAGeworks.

You should compare your other coverage options with COBRA continuation coverage and choose the coverage that is best for you.

## **What Is COBRA Continuation Coverage?**

COBRA continuation coverage provides a temporary extension of Program coverage. It is available when coverage would otherwise end because of a life event known as a Qualifying Event. Specific Qualifying Events are listed later in this section.

After a Qualifying Event occurs and any required notice is provided to the COBRA Administrator, COBRA continuation coverage must be offered to each person who is a Qualified Beneficiary. A Qualified Beneficiary is someone who will lose coverage under the Program because of a Qualifying Event. Only Qualified Beneficiaries may elect to continue their group health coverage under COBRA. Qualified Beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

Depending on the type of Qualifying Event, the following may be considered “Qualifying Beneficiaries” if they are covered under the Program on the day before the Qualifying Event occurs:

- Eligible Employees.
- Spouses/Partners of Eligible Employees.
- Dependent Children of Eligible Employees.
- Certain newborns, newly adopted Children and alternate recipients under Qualified Medical Child Support Orders (“QMCSOs”) may also be Qualified Beneficiaries. This is discussed in more detail in the “Children Born to or Placed for Adoption With the Covered Employee During COBRA Period” section and the “Alternate Recipients Under Qualified Medical Child Support Orders” section.

Continuation coverage is the same coverage that the Program gives to Covered Persons who are currently participating in the Program and not receiving continuation coverage. Ordinarily, the continuation coverage will be the same coverage that you had on the day before the Qualifying Event occurred. But if coverage is changed for similarly situated Active Employees covered by the Program or their Spouses/Partners or Children, the continuation coverage generally will be changed in the same way for the Qualified Beneficiaries on COBRA at the same time.

As a COBRA continuation participant, you will have the same rights under the Program during your COBRA coverage period as other Covered Persons covered under the Program.

You can find specific information describing the coverage to be continued under the Program elsewhere in this document. For more information about your rights and obligations under the Program, you can get a copy of the Plan document by requesting it from the Plan Administrator as described in the “Your ERISA Rights” section.

## **COBRA-Qualifying Events: When Is COBRA Coverage Available?**

### **Eligible Employee**

If you are an Eligible Employee covered by the Program, you become a Qualified Beneficiary and have the right to elect continuation coverage if you lose your coverage under the Program due to one of the following:

- Your employment ends for any reason other than your gross misconduct.
- Your hours of employment are reduced.

## **Spouse or Partner**

If you are the Spouse/Partner of an Eligible Employee covered under the Program, you will become a Qualified Beneficiary and have the right to elect continuation coverage if you lose your coverage under the Program because of any of the following:

- Your Spouse/Partner dies.
- Your Spouse's/Partner's employment ends for any reason other than his or her gross misconduct, or your Spouse's/Partner's hours of employment are reduced.
- You become divorced or legally separated from your Spouse, or your legally recognized partnership is dissolved.
- Your Spouse/Partner becomes entitled to Medicare Part A, Part B or both.

## **Children**

Your Child who is covered by the Program will become a Qualified Beneficiary and have the right to elect continuation coverage if he or she loses coverage under the Program because of any of the following, or he or she is born to or placed with you for adoption during a period of continuation coverage:

- The Eligible Employee-parent dies.
- The Eligible Employee-parent's employment ends for reasons other than gross misconduct, or the Eligible Employee-parent's hours of employment with the Company are reduced.
- The parents' divorce or legal separation or the parents' partnership dissolves.
- The Eligible Employee-parent becomes entitled to Medicare Part A, Part B or both.
- The Child ceases to be eligible as a Child under the Program.

## **FMLA (Active Only)**

Special COBRA rules apply if you take FMLA leave and do not return to work at the end of the leave. Failure to return to work at the end of an FMLA leave may constitute a COBRA-Qualifying Event (i.e., an Eligible Employee and the Eligible Employee's Spouse/Partner and Children may elect COBRA coverage). In this case, you and your Spouse/Partner and Children, if any, will be entitled to elect COBRA if both of the following conditions are met:

- They were covered under the Program on the day before the FMLA leave began (or became covered during the FMLA leave).
- They will lose coverage under the Program within 18 months because you do not return to work at the end of the FMLA leave.

This means that you may be entitled to elect COBRA coverage at the end of an FMLA leave even if their coverage under the Program ended during the leave.

If you are on a non-FMLA leave that provides coverage as if you were still an Active Employee, and if your employment is terminated during the leave or your coverage ends at the end of the maximum coverage period specified for your leave, you (and your Spouse/Partner and Children) may elect COBRA coverage to be effective as of the date your coverage would end, if you are both:

- Covered under the Program on the day before beginning the leave of absence.
- Terminated from employment for any reason except gross misconduct or lost your coverage due to the expiration of the maximum coverage period.

If COBRA coverage is elected, the maximum coverage period will begin with the date your coverage would otherwise have ended. See the “How Long Does COBRA Continuation Coverage Last?” section for more information.

### **Important Notice Obligations**

You will only receive notification that COBRA continuation coverage is available to you if you notify the COBRA Administrator in a timely manner that a Qualifying Event has occurred.

### **Your Notice Obligations**

You are responsible for notifying the Frontier Benefits Service Center if your Spouse/Partner or Child loses coverage under the Program as a result of divorce, legal separation, partnership dissolution, or your entitlement for Medicare (Part A or Part B or both), or the Child’s loss of eligible status under the Program. Your Spouse/Partner or Child is responsible for notifying the Frontier Benefits Service Center if your Spouse/Partner or Child loses coverage under the Program as a result of your death. You, your Spouse/Partner or Child must provide this notice, using the procedures specified in the “COBRA Notice and Election Procedures” section, no later than 60 days after the later of the date on which the event occurs or the date on which the Qualified Beneficiary loses or would lose coverage under the terms of the Program. This is generally at the end of the month in which the date on which the COBRA-Qualifying Event occurs (see the “When Coverage Ends” section for more details).

If you, your Spouse/Partner or Child fails to provide this notice to the COBRA Administrator during this 60-day notice period (using the procedures specified), any Spouse/Partner or Child who loses coverage will not be offered the option to elect continuation coverage. If you, your Spouse/Partner or Child fails to provide this notice to the Frontier Benefits Service Center and if any Claims are mistakenly paid for expenses incurred after the date on which coverage should have terminated, then you, your Spouse/Partner and Child will be required to reimburse the Program for any Claims so paid.

If the COBRA Administrator is provided with timely notice of a COBRA-Qualifying Event that has caused a loss of coverage for a Spouse/Partner or Child, then the COBRA Administrator will send a COBRA enrollment notice to the last known address of the individual who has lost coverage. The COBRA Administrator will also notify you (the Employee), your Spouse/Partner and Child of the right to elect continuation coverage after the administrator receives notice of either of the following events that results in a loss of coverage:

- Employee’s termination of employment (other than for gross misconduct)
- Reduction in the Employee’s hours

### **COBRA Notice and Election Procedures**

All COBRA notices must be provided to WAGeworks within the time frames and methods specified in this section.

**IMPORTANT: COBRA Notice and Election Procedures**

You must provide all required notices (or make your COBRA election) no later than the last day of the required notice period (or election period). You can do this by placing a telephone call to the COBRA Administrator at the telephone number in the "Contact Information" section of this SPD or subsequent summaries of material modifications. You must speak to a service associate at the time of the call. Written or electronic communications or calls to other telephone numbers will not meet your obligation to provide this notice.

When you call to provide notice or elect coverage, you must provide the name and address of the Employee covered under the Program and the name(s) and address(es) of the Qualified Beneficiary(ies) affected. If your notice concerns a Qualifying Event, you also must include the name of the Qualifying Event or second Qualifying Event, if applicable, as well as the date on which the event(s) happened. If your notice concerns the disability of a Qualified Beneficiary, you also must include the name of the disabled Qualified Beneficiary, the date when the Qualified Beneficiary became disabled and the date the Social Security Administration made its determination. You may be required to provide documentation to support eligibility.

**Electing COBRA Continuation Coverage**

Once you inform WAGeworks that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each Qualified Beneficiary. If you elect COBRA continuation coverage in a timely fashion, COBRA continuation coverage will begin on the date that the Program coverage would otherwise have been lost.

In order to elect COBRA continuation coverage (if you are entitled to do so), you and/or your Spouse/Partner and Children must complete and return the form within 60 days after the later of:

- The date you and/or your dependents lose coverage; or
- The date you and/or our covered dependents are notified of your right to continue coverage.

**If you or your Spouse/Partner and Children do not elect continuation coverage within this 60-day election period using the procedure described in the "COBRA Notice and Election Procedures" section above, you will lose your right to elect continuation coverage.**

If you reject continuation coverage during the election period, you may change that decision and enroll anytime until the end of the election period, using the required election procedure.

In most cases, a single COBRA election form and notice will be provided to the Employee and any eligible Spouse/Partner and Child(ren) or, in the case of an election provided only to the Spouse/Partner and Child(ren), a single election form and notice will be provided to the Spouse/Partner. However, each Qualified Beneficiary has an independent right to elect continuation coverage. For example, both you and your Spouse/Partner may elect continuation coverage, or only one of you may choose to elect continuation coverage. In

addition, each eligible Child may elect coverage, even if one or both of you do not. Parents may elect to continue coverage on behalf of their Child(ren).

### **Paying for COBRA Continuation Coverage**

Generally, each Qualified Beneficiary may be required to pay the entire cost of COBRA continuation coverage. The amount may not exceed 102 percent of the Company's cost to provide Benefits to a similarly situated Covered Person who is not receiving COBRA continuation coverage (or, in the case of an extension of COBRA continuation coverage due to a disability, 150 percent). Your election notice will include the cost of COBRA continuation coverage. The amount of your COBRA premium may change from time to time during your period of COBRA coverage, for example, upon annual changes in the cost of Program coverage. You will be notified of any COBRA premium changes.

You must make your first payment for COBRA coverage no later than 45 days after the date of your election. The amount of your required first payment will be stated on your election notice. Subsequent premiums are due monthly.

## How Long Does COBRA Continuation Coverage Last?

COBRA continuation coverage is a temporary continuation of coverage. The maximum duration for COBRA coverage is described in this section. COBRA coverage can end before the end of the maximum coverage period for several reasons, which are described in the “Termination of COBRA Coverage Before the End of the Maximum Coverage Period” section.

COBRA Events	
Event	Length of Coverage
If you leave the Company (for reasons other than gross misconduct)	Coverage for you and your dependents may last for up to 18 months*
If coverage stops because you no longer meet the eligibility requirements	Coverage for you and your dependents may last for up to 18 months*
If coverage stops because you are on a military leave	Coverage for you and your dependents may last for up to 24 months
If you die	Coverage for your dependents may last for up to 36 months
If you and your Spouse divorce or become legally separated or same-sex domestic partnership requirements are no longer met	Coverage for your Spouse, same-sex Domestic Partner and/or Eligible Dependent Children may last for up to 36 months**
If a Child loses dependent status	Coverage for that dependent Child may last for up to 36 months**
If you are laid off	Coverage for you and your dependents may last for up to 18 months*
If you fail to return to work at the end of your family medical leave	Coverage for you and your dependents may last for up to 18 months*
<p><i>"An 18-month continuation period may be extended. For more information, see the "18 Months (Extended Under Certain Circumstances)" section below.</i></p> <p><i>***If you do not call or provide written notice within 60 days after the event, COBRA continuation rights will be lost for that event.</i></p>	

### 18 Months (Extended Under Certain Circumstances)

When the Qualifying Event is the end of employment or reduction in hours, COBRA coverage for you, your Spouse/Partner or Child, as applicable, can last for up to 18 months from the date of termination of employment or reduction in hours. There are three ways in which this 18-month period of COBRA continuation coverage can be extended:

- Disability Extension.** An 11-month extension of coverage may be available if any of the Qualified Beneficiaries in your family becomes disabled. All of the Qualified Beneficiaries who have elected COBRA continuation coverage will be entitled to the 11-month disability extension if one of them is qualified under this rule. The Social Security Administration (SSA) must formally determine under Title II (Old Age, Survivors and Disability Insurance) or Title XVI (Supplemental Security Income) of the Social Security Act that the Qualified Beneficiary was disabled at some time prior to or during the first 60 days of COBRA continuation coverage. You must notify the Frontier Benefits Service Center of this fact, using the notification procedure identified in the “COBRA Notice and Election Procedures” section. You must provide this notification within 60 days after the later of the SSA’s determination or the beginning of COBRA coverage **and before the end of the first 18 months of COBRA continuation**

**coverage.** The disabled individual does not need to enroll for coverage in order for the other Qualified Beneficiary family members to be covered. In the event the disabled party does not continue COBRA, only 102 percent of the premium may be charged for months 19 through 29. If the disabled party does continue COBRA, 150 percent of the premium will be charged for months 19 through 29. **If notice of the disability is not provided within the required period using the required procedure, there will be no disability extension of COBRA continuation coverage for any Qualified Beneficiary.** If the Qualified Beneficiary is determined by the SSA to no longer be disabled, you must notify the COBRA Administrator within 30 days after the SSA's determination. This is accomplished by using the notice procedure identified in the "COBRA Notice and Election Procedures" section. COBRA coverage for all Qualified Beneficiaries will terminate as of the first day of the month that is more than 30 days after the SSA's determination that the Qualified Beneficiary is no longer disabled, provided it is after the initial 18-month period.

- **Second Qualifying Event.** An extension of up to 18 months of COBRA continuation coverage will be available to Spouses/Partners and Children who elect continuation coverage if a second Qualifying Event occurs during the 18-month or 29-month coverage period following an Employee's termination of employment or reduction in hours. The maximum amount of continuation coverage available when a second Qualifying Event occurs is 36 months. The second Qualifying Event must be an event that would provide a 36-month continuation coverage period, such as the death of a covered Employee or a Child ceasing to be eligible for coverage. For the extension period to apply, notice of the second Qualifying Event must be provided to the Frontier Benefits Service Center no later than the 60th day after the later of the date of the second Qualifying Event or the date on which coverage would otherwise end, using the notification procedure specified in the "COBRA Notice and Election Procedures" section. If the notice procedure is not followed or notice is not given within the required period, **then there will be no extension of COBRA continuation coverage due to a second Qualifying Event.**
- **Medicare extension for Spouse/Partner and Children.** If a COBRA-Qualifying Event that is a termination of employment or a reduction of hours occurs within 18 months after the Employee becomes entitled to Medicare, then the maximum coverage period for the Spouse/Partner and eligible Child(ren) will end three years after the date on which the Employee became entitled to Medicare (but the covered Employee's maximum coverage period will remain 18 months).

### **Termination of COBRA Coverage Before the End of the Maximum Coverage Period**

COBRA continuation coverage for the Employee, Spouse/Partner and/or Child(ren) will automatically terminate when any one of the following six events occurs before the end of the maximum coverage period:

- The premium for the Qualified Beneficiary's COBRA coverage is not paid in full within the allowable grace period.
- After electing COBRA, you (the Employee, Spouse/Partner or Child) become covered under another group health plan/program (as an Employee or otherwise) that provides similar Benefits. This rule applies only to the Qualified Beneficiary who becomes covered by another group health plan/program.

- After electing COBRA coverage, you (the Employee, Spouse/Partner or Child) become enrolled in Medicare. This will apply only to the person who becomes enrolled in Medicare.
- During a disability extension period, the disabled Qualified Beneficiary is determined by the Social Security Administration to no longer be disabled, however, continuation coverage will not end until the month that begins more than 30 days after the determination.
- If for any reason, other than a COBRA-Qualifying Event, the Program would terminate coverage of a participant or beneficiary not receiving continuation coverage (such as fraud).
- The Company no longer provides group health coverage to any of its Employees.

### **Information About Other Individuals Who May Become Eligible for COBRA Continuation Coverage**

#### **Children Born to or Placed for Adoption With the Covered Employee During COBRA Period**

A Child born to, adopted by or placed for adoption with you during a period of continuation coverage is considered to be a Qualified Beneficiary if you are a Qualified Beneficiary and have elected continuation coverage for yourself. The Child's COBRA coverage begins when you notify the Plan Administrator about your Child's birth, adoption or placement for adoption. It lasts for as long as COBRA coverage lasts for your other family members. To be enrolled in the Program, the Child must satisfy the otherwise-applicable eligibility requirements (for example, age).

#### **HIPAA Special Enrollment Rights**

The Health Insurance Portability and Accountability Act's (HIPAA) special enrollment rights will apply to those who have elected COBRA. HIPAA, a federal law, gives a person already on COBRA certain rights to add coverage for Eligible Dependents if that person acquires a new dependent (through marriage, birth, adoption or placement for adoption) or if an Eligible Dependent declines coverage because of other coverage and later loses that coverage as a result of certain qualifying reasons. Except for certain Children described in the "Children Born to or Placed for Adoption With the Covered Employee During COBRA Period" section above, dependents who are enrolled in a special enrollment do not become Qualified Beneficiaries. Their coverage will end at the same time that coverage ends for the person who elected COBRA and later added them as dependents.

#### **Alternate Recipients Under Qualified Medical Child Support Orders**

If you have a Child that is receiving Benefits under the Program pursuant to a Qualified Medical Child Support Order received by the Frontier Benefits Service Center during your (the Employee's) period of employment with the Company, he or she is entitled to the same rights under COBRA as an eligible Child of yours, regardless of whether that Child would otherwise be considered eligible (other than on account of age).

### **When You Must Notify Us About Changes Affecting Your Coverage**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. While you are an Active Employee, your address in the system of the Frontier Benefits Service Center will be used to send COBRA notices.

Also, for all participants, if your marital status changes or if a covered Child ceases to be eligible for coverage under the Program terms, you, your Spouse/Partner or Child must promptly notify the Frontier Benefits Service Center to remove that person from your coverage. You also must provide the appropriate mailing address for mailing your Spouse's/Partner's or Child's COBRA notice. Such notification is necessary to protect COBRA rights for your Spouse/Partner and Children. In addition, you must notify us if a disabled Employee or family member is determined to no longer be disabled. Once your dependent is enrolled in COBRA, he or she must promptly report any address changes.

### **For More Information**

Contact the Frontier Benefits Service Center if you, your Spouse/Partner or Children have any questions about this section or COBRA. You also may contact the nearest regional or district office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and telephone numbers of regional and district EBSA offices are available online at [www.dol.gov/ebsa](http://www.dol.gov/ebsa) (EBSA's web site).

## **OTHER PROGRAM INFORMATION**

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### **KEY POINT**

- *Federal law mandates the privacy and security of your protected health information.*

### **Protecting the Privacy of Your Protected Health Information**

HIPAA provides you with certain rights in connection with the privacy of your health information. The EAP will not use or disclose your protected health information (PHI) for purposes other than treatment, payment or EAP administrative functions without your written authorization as required by federal law. The EAP routinely discloses PHI to insurance companies, Benefits Administrators and other contracted health operations services such as those who verify Benefits or conduct audits. All PHI used, requested or disclosed is limited to the minimum amount necessary to accomplish the intended purpose of the EAP and its administration.

The Plan has a responsibility under the HIPAA Privacy Regulations to provide you with a Notice of Privacy Practices. This notice sets forth the employer's rules regarding the disclosure of your information and details about a number of individual rights you have under the Privacy Regulations. If you would like a copy of the Plan's Notice, it is located in the Frontier Communications Required Health Care Notice Package or can be obtained by calling the Frontier Benefits Service Center.

If you have a complaint about the way that your personal health information is handled by Frontier or the Benefits Administrator, you are encouraged to share your complaint with Frontier by contacting the Frontier Benefits Service Center at 855-387-2887. Frontier is committed to trying to resolve your concerns about the privacy of your personal information. Additional rights that you may have are described in the Privacy Notice.

## PLAN ADMINISTRATION

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### KEY POINTS

- *This section contains important information about how the Plan, including this component Program, is administered.*
- *The Plan is administered by the Plan Administrator, who has full authority and discretion to administer, interpret and enforce the terms of the Plan and who may delegate that authority and discretion to other entities or individuals. General information about the Plan and its administrators can be found here.*
- *The Plan Sponsor has the right to amend or terminate the Plan at any time.*
- *You must exhaust your Claim and Appeal rights under the Program before bringing a court action for Benefits. There are time limits for filing an action for Benefits under the Program and for bringing court action.*
- *It is very important that you keep the Plan informed of any changes in your mailing address, contact information and family status changes.*

### Plan Administrator

The Plan Administrator is the named fiduciary of the Plan, including all component programs, and has the power and duty to do all things necessary to carry out the terms of the Plan. The Plan Administrator has the sole and absolute discretion to interpret the provisions of the Plan, to resolve any ambiguity in the terms of the Plan, to make findings of fact, to determine the rights and status of you and others under the Plan, to decide and resolve disputes under the Plan 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 are final, conclusive and binding on all persons for all purposes of the Plan.

If the Plan Administrator fails to strictly enforce any provision of the Plan in a given instance, it will not be construed as a waiver of that provision in any later case. The Plan Administrator reserves the right to strictly enforce each and every Plan provision at any time without regard to its prior actions and decisions, the similarity of the circumstances or the number of occurrences.

The Plan Administrator has the authority and discretion to settle or compromise any Claim against the Plan based on the likelihood of a successful outcome as compared with the cost of contesting such Claim. The Plan Administrator also has the authority and discretion to pursue, relinquish or settle any Claim of the Plan against any person. No person may rely on the actions of the Plan Administrator regarding Claims by or against the Plan in connection with any subsequent matter.

Coverage under the Program will be determined solely according to the terms of the Program and the applicable facts. Only the duly authorized acts of the Plan Administrator are valid under the Program. You may not rely on any oral statement of any person regarding the Program and may not rely on any written statement of any person unless that person is authorized to provide the statement by the Plan Administrator and one of the following applies:

- The statement is an official decision of the Plan Administrator to an individual whose eligibility for participation or payment of Benefits under the Program is in dispute.

- The statement constitutes a duly authorized interpretation of an ambiguous or doubtful term of the Program.
- The statement constitutes the issuance of a rule, regulation or policy under the Program and applies to all participants.
- The statement communicates an amendment to the Program and applies to all participants.

### **Administration**

The Plan Administrator has contracted with third parties for certain functions, including, but not limited to, the processing of Benefits and Claims related thereto. In carrying out these functions, these third-party administrators have been delegated responsibility and discretion for interpreting the provisions of the Program, making findings of fact, determining the rights and status of you and others under the Program and deciding disputes under the Program. The Plan Information table indicates the functions performed by a third-party contractor, as well as the name, address and telephone number of each contractor.

### **Amendment or Termination of the Plan or Program**

Frontier intends to continue the Program described within this SPD, but reserves the right to amend or terminate the Program and eliminate Benefits under the Program at any time.

In addition, your Participating Company (or the Participating Company from which you terminated employment) reserves the right to terminate its participation in the Program. In any such event, you and other Program participants may not be eligible to receive Benefits as described in this SPD and you may lose Benefits coverage. However, no amendment or termination of the Program will diminish or eliminate any Claim for any Benefits to which you may have become entitled prior to the termination or amendment, unless the termination or amendment is necessary for the Program to comply with the law.

Although no Program amendment or termination will affect your right to any Benefits to which you have already become entitled, this does not mean that you or any other Active Employee will acquire a lifetime right to any Benefits under the Program, or to eligibility for coverage under the Program or to the continuation of the Program merely by reason of the fact that the Program was in effect during your employment or at the time you received Benefits under the Program or at any time thereafter.

### **Limitation of Rights**

Participation in the Program does not give you a right to remain employed with your Participating Company or any other Frontier-affiliated Company.

### **Legal Action Against the Plan**

If you wish to bring any legal action concerning your right to participate in the Plan or your right to receive any Benefits under the Plan, you must first go through the Claim and Appeal process described in this SPD. You may not bring any legal action against the Plan for any denied Claim until you have completed the Claim and Appeal process, except as provided in the Claim and Appeal section of this SPD. Legal action involving a denied Claim under the Plan must be filed directly against the Plan. The Plan Administrator is the Plan's agent for receipt of legal process in legal actions for Benefits under the Plan, as provided in the Plan Information table below.

Any claim or action that is filed in a court or other tribunal against or with respect to the Plan or Plan Administrator 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 supply was furnished or the service was rendered.
- 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 Plan (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.

### **You Must Notify Us About Address Changes, Dependent Status Changes and Disability Status Changes**

In order to protect your rights under the Program and those of your family members, it is vitally important that you keep the Plan Administrator informed of any changes in your mailing address and those of any covered family members who do not live with you. While you are an Active Employee, your address on file in the system of the Frontier Benefits Service Center will be used to send important Program information to you and your covered dependents, including COBRA notices should your coverage end because of a Qualifying Event, such as termination of employment or reduction of hours.

Also, for all participants, if your marital status changes, you must promptly report the change to the Frontier Benefits Service Center. If you have any changes in your dependents, such as the birth or death of a Child, or if a covered Child ceases to be eligible under the Program terms because of reaching the maximum age limit under the Program or if a Child is placed with you for adoption, you must report these changes to the Program's Frontier Benefits Service Center.

Where eligibility of a dependent is lost through divorce or other loss of eligibility, you, your Spouse/Partner or dependent must promptly notify the Frontier Benefits Service Center to remove that dependent from your coverage and provide the appropriate mailing address for mailing the affected dependent's COBRA notice. Such notification is necessary to protect COBRA rights for your Spouse/Partner or dependent Child who has been affected by a loss of coverage. Failure to keep the Frontier Benefits Service Center advised of changes in your marital status, dependents, mailing address and contact information may result in the permanent loss of significant Benefits rights.

### **Plan Information**

This section provides you with important information about the Plan. The following Other Plan Information table provides you important administrative details including:

- **Plan Administrative Information.** The Plan can be identified by a specific name and identification number, which is on file with the U.S. Department of Labor. The Other Plan Information table provides this official Plan name, the name of the Program addressed in this SPD, the Plan identification number, Plan Year and certain details on Plan records.
- **Important Entities and Addresses.** Situations may occur that require you to contact (in writing or by telephone) a specific administrative entity related to the Plan. Details

throughout this SPD explain instances when the entities identified in the Other Plan Information table are important to a process related to the Plan.

- **Plan Funding.** In most instances, the Plan pays the Cost of Coverage under the Program. The Other Plan Information table provides details on how the Plan funds the Cost of Coverage.
- **Collective Bargaining Procedures (if applicable).** Certain Programs contain provisions maintained pursuant to a collective bargaining agreement. The Other Plan Information table provides information on how to obtain copies of the collective bargaining agreement.

The text immediately after the table provides information regarding the arrangements by the Plan Administrator with various third parties to provide services to the Plan, including Benefits Administration and eligibility and enrollment functions. Please see the “Contact Information” section for contact information for these third parties.

Other Plan Information	
Plan Name	Frontier Communications Health Care Plan
Program Name	Frontier Communications Employee Assistance Program for CWA 1298 Employees
Plan Number	505
Plan Sponsor/Employer Identification Number (EIN)	Frontier Communications Parent, Inc. Attn: Plan Administrator 2 Washington Street Norwalk, CT 06854 <a href="mailto:Frontier.Benefits.Team@ftr.com">Frontier.Benefits.Team@ftr.com</a> EIN: #86-2359749
Plan Administrator	Frontier Communications Parent, Inc. Attn: Plan Administrator 2 Washington Street Norwalk, CT 06854 <a href="mailto:Frontier.Benefits.Team@ftr.com">Frontier.Benefits.Team@ftr.com</a>
Name and Address of Employer	Frontier Communications Parent, Inc. 2 Washington Street Norwalk, CT 06854 <a href="mailto:Frontier.Benefits.Team@ftr.com">Frontier.Benefits.Team@ftr.com</a>
Agent for Service of Legal Process	Frontier Communications Parent, Inc. Attn: General Counsel 2 Washington Street Norwalk, CT 06854
Type of Plan	The Plan is an employee welfare plan providing employee assistance benefits.
Plan Year	Jan. 1 through Dec. 31

<b>Other Plan Information</b>	
Plan Funding	Benefits are paid from the general assets of the Company; Program Benefits are not paid for by insurance.
Plan Records	All Program records are kept on a calendar year basis beginning on Jan. 1 and ending on Dec. 31.
Collectively Bargained Plan	With respect to certain Eligible Employees, the Plan 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 Plan Administrator and also is available for examination by participants and beneficiaries as specified under Department of Labor Regulations Section 2520.104b-30.

### **Type of Administration and Payment of Benefits**

Plan administration is retained by the Plan Administrator. However, the Plan Administrator has contracted with third parties for certain functions associated with the Program, as described below. The Program is self-insured. Benefits provided by the Program are paid from funds made available for this purpose by a Participating Company out of operating expenses. Program Benefits are not provided by insurance.

### **EAP Benefits Administrator**

The Plan Administrator administers Benefits under the Program on a contract basis with the Benefits Administrator. The Benefits Administrator has the full discretionary authority to interpret the provisions of the Program and to determine EAP Benefits available under the Program.

## **ERISA RIGHTS OF PARTICIPANTS AND BENEFICIARIES**

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### **KEY POINTS**

- *The Employee Retirement Income Security Act of 1974, as amended (ERISA) is the federal law that gives you the right to seek or clarify your Benefits under the Plan.*
- *The following section provides you with an explanation of ERISA's rights and protections, your right to obtain information about the Plan and how you can receive help or enforce your rights if you feel you have not received the Benefits to which you are entitled under the Plan.*

### **Your ERISA Rights**

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 all participants are entitled to:

- Receive information about your Program and Benefits.

You may examine, without charge, at the Plan Administrator's office and at other specified locations such as worksites and union halls, all documents governing the Plan, including collective bargaining agreements, insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the EBSA.

You may also obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Continue group health plan coverage in certain situations.

You may have the right to continue health care coverage for yourself, Spouse/Partner or dependents if there is a loss of coverage under the Program as a result of a Qualifying Event (see the "Extension of Coverage – COBRA" section). You, your Spouse/Partner or your covered dependents may have to pay for such coverage. Review this SPD and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

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

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the 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 the Company, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a Claim that is denied or ignored, in whole or in part, and you have exhausted all applicable administrative remedies under the Plan, you may file suit in 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 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 the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave. 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.

## CONTACT INFORMATION

Contact Information	
<b>Benefits Administrator</b>	
Name	Carelon Behavioral Health (formerly known as Beacon Health)
Type	MH/SA
Services Provided	Employee Assistance Program Administration
<b>Benefits Administrator Contact Numbers</b>	
Contact Numbers Information	To reach a Customer Service Professional, contact the number below.
Domestic Telephone Number	<b>877-342-3389</b>
<b>Benefits Administrator Hours of Operation</b>	
Hours of Operation	<b>Staffed 24 hours per day, 7 days per week.</b>
<b>Benefits Administrator Website</b>	
Website Access Information	<a href="http://www.achievesolutions.net/frontier">www.achievesolutions.net/frontier</a>
Website	
<b>Benefits Administrator Mailing Address</b>	
<b>General Mailing Address</b>	
Domestic	Carelon Behavioral Health PO Box 1850 Hicksville, NY 11802

Contact Information	
<b>Vendor</b>	
Name	Frontier Benefits Service Center
Type	Administration and Eligibility
Services Provided	Responsible for eligibility, enrollment, contributions, and billing.
<b>Vendor Contact Numbers</b>	
Domestic Telephone Number	<b>855-387-2887</b>

Contact Information	
<b>Vendor Hours of Operation</b>	
Hours of Operation	<b>Service Center:</b> Monday through Friday from 9 a.m. to 6 p.m. Eastern time.
<b>Vendor Website</b>	
Website	<a href="http://www.frontierbenefitscenter.com">http://www.frontierbenefitscenter.com</a>
<b>Vendor Mailing Address</b>	
<b>General Mailing Address</b>	
Mailing Address Information	Frontier Benefits Service Center C/o Emyrean PO Box 2607 Bellaire, TX 77402

## DEFINITIONS

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**Active Employee.** An Employee who is on a Participating Company's active payroll, regardless of whether such Employee is currently receiving pay.

**Appeal.** A written request for the Program to review the denial of a Claim under the formal process outlined in the Program. See the "Claims Procedure" section for more information.

**Bargained Employee.** Either (1) an Employee whose job title and classification is included in a collective bargaining agreement between a Participating Company and a union, or (2) an Employee whose job title and classification, by agreement between a union and a Participating Company, have been excluded from a collective bargaining agreement represented by the union, but for whom the Company has elected to provide the same benefits provided to Employees included in a collective bargaining agreement between the union and the Participating Company.

**Benefits.** Services that are available under the Program. The availability of Benefits is subject to the terms, conditions, limitations and exclusions of the Program.

**Benefits Administrator.** Any third party, insurance company or other organization or individual to which the Company or the Plan Administrator has delegated the duty to provide Benefits under the Program.

**Child(ren).** Your or your Spouse's/Partner's biological children, stepchildren or legally adopted children, a child placed with you or your Spouse/Partner for adoption and children for whom either you or your Spouse/Partner is a Legal Guardian. Child(ren) does/do not include wards of the state or foster children who are not placed with you or your Spouse/Partner for adoption.

**Claim.** A Claim is a request for reconsideration of a denial of Benefits under the Program.

**COBRA.** The Consolidated Omnibus Budget Reconciliation Act (P.L. 99-272) as enacted April 7, 1986, and as subsequently amended from time to time. Any reference to COBRA shall be deemed to include any applicable regulations and rulings. See the "Extension of Coverage – COBRA" section for information.

**Code.** The Internal Revenue Code of 1986, as amended from time to time. Any reference to any section of the Code shall be deemed to include any applicable regulations and rulings.

**Common Law Marriage.** A marriage occurring in a state recognizing common-law marriages and satisfying the specific minimum state requirements to be considered married under common law.

**Company.** Frontier Communications Parent, Inc and its subsidiaries and affiliates (including Participating Companies), or any successor or successors thereof.

**Covered Person.** Either the Employee or a Household Member. References to "you" and "your" throughout this SPD are references to a Covered Person. Refer to the "Eligibility and Participation" section for eligibility provisions.

**Dependent Parent.** A parent of an Eligible Employee or of an Eligible Employee's Spouse/Partner who depends upon the Eligible Employee for support, resides with the Eligible Employee or in a house provided by the Eligible Employee in the Eligible Employee's community or metropolitan area.

**Disabled Child(ren).** An unmarried Child who is mentally or physically disabled and incapable of self-support, unable to care for their personal needs and fully dependent on you for support. You must provide satisfactory evidence of your Disabled Child's disability in order for your Disabled Child to be eligible for coverage under the Program. In addition, an independent medical examination of your Disabled Child may be required.

**Domestic Partner.** Is your partner of the same gender:

- Who resides in the same household as you;
- Who is at least 18 years old, mentally competent to enter into a valid contract, unrelated to you and not legally married to anyone;
- With whom you have a close and committed personal relationship and there is no other such relationship with any other person; and
- With whom you share responsibility for each other's welfare and financial obligations.

**EAP Provider.** The individual or organization selected by the Benefits Administrator that provides Benefits pursuant to a contractual relationship with the Benefits Administrator.

**Eligible Dependent(s).** Household Members of the Eligible Employee.

**Eligible Employee.** An Employee of a Participating Company who satisfies the conditions for eligibility to participate in the Program set forth in the "Eligibility and Participation" section.

**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 common law 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 Frontier 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
- For purposes of this definition, the term "Nonresident Alien Employed Outside the United States" means any individual who receives no earned income (within the meaning of Section 11(d)(2) of the Code) from any Frontier Participating Company which constitutes income from sources within the United States (within the meaning of Section 861(a)(3) of the Code). Notwithstanding the preceding sentence, any individual who is classified by a Frontier Participating Company as a global manager will not be considered a Nonresident Alien Employed Outside the United States.

**ERISA.** The Employee Retirement Income Security Act of 1974, as amended from time to time. Any reference to any section of ERISA shall be deemed to include any applicable regulations and rulings.

**FMLA.** The Family Medical Leave Act of 1993, as amended from time to time.

**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.

**HIPAA.** The Health Income Portability and Accountability Act (HIPAA) of 1996, as amended from time to time including any applicable regulations and rulings.

**Household Member(s).**

- You,
- Your Spouse/Partner,
- Children,
- Dependent Parents, and
- Any other individual who depends upon the Eligible Employee for support who resides with the Eligible Employee or in a house provided by the Eligible Employee in the Eligible Employee's community or metropolitan area.

**Legal Guardian.** A legally declared guardian relationship (or its equivalent) under applicable state law between you and/or your Spouse/Partner and a Child.

**Legally Recognized Partner (LRP).** Any individual:

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

**Medical Program.** The Company-sponsored Medical Benefit Program that provides comprehensive Medical Benefits and for which you are eligible and enrolled.

**Participating Company.** Any Frontier Company that has elected to participate in the Program subject to approval provided in accordance with the Frontier Schedule of Authorizations.

**Partner.** Your Legally Recognized Partner or your Domestic Partner. See the definition of Legally Recognized Partner.

**Plan.** The Frontier Communications Health Care Plan.No. 505.

**Plan Year.** The calendar year beginning Jan. 1 and ending Dec. 31.

**Program.** The Frontier Employee Assistance Program for CWA 1298 Employees.

**Qualified Beneficiary.** A Covered Person losing coverage under the Program who is eligible to elect COBRA continuation coverage. See the “Extension of Coverage – COBRA” section for more information.

**Qualified Medical Child Support Order (QMCSO).** See the “Qualified Medical Child Support Order” section for a definition and requirements.

**Qualifying Event.** An event, such as loss of your job, reduction of your hours, death of an Eligible Employee, divorce or loss of eligibility as a dependent, that results in the loss of coverage under the Program and gives rise to a right to elect COBRA continuation coverage. See the “Extension of Coverage – COBRA” section for more information.

**Registered Domestic Partner.** Any individual with whom an Eligible 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.

**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 Plan, 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.

## **APPENDIX A: PARTICIPATING COMPANIES**

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### **Participating Companies**

Each Frontier Controlled Group Member that employs a CWA 1298 employee is a participating employer.

## APPENDIX B: EAP VISITS PER ELIGIBLE GROUP

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Eligible Group	Number of EAP Visits Per Matter Per Year
CWA 1298	Eight (8)