

# **Summary Plan Description**

IMPORTANT BENEFITS INFORMATION

## **Frontier CWA 1298 Dental Program ("Program")**

**(Formerly referred to as "East Dental Program")**

*This Summary Plan Description (SPD) is a guide for using the Frontier CWA 1298 Dental Program, a component under the Frontier Communications Health Care Plan 505. This SPD replaces the prior Dental SPD and all of its summaries of material modifications.*

*Please keep this SPD for future reference.*

## **Important Information**

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 Program Benefits. 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 Program eligibility and other Programs under the Plan.

Este documento contiene un resumen, en inglés. Si usted tiene dificultad en entender este documento, entre en contacto por favor con Frontier Benefits Service Center, **855-387-2887**.

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

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

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

To understand how the various provisions affect you, 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 SPD.

## **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 that contain helpful examples and important notes. While Frontier has provided 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 Program details. 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.

Keep your SPDs and SMMs for your future reference. They are your primary resource 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 the 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 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, modify, 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 communication 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.

## **Questions?**

If you have questions regarding your Program Benefits, eligibility or contributions, contact the applicable administrators. Contact information is provided in the "Contact Information" section.

Si usted tiene alguna dificultad en entender cualquier parte de este documento, entre en contacto por favor con el Frontier Benefits Service Center en la seccion de "Contact Information."

## USING THIS SUMMARY PLAN DESCRIPTION

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### KEY POINTS

- *The Frontier Communications Health Care Plan No. 505 (Plan) is a welfare benefit plan providing coverage for health and welfare benefits through component Programs. Not all component programs are available to all employees.*
- *This is a Summary Plan Description (SPD) for the Frontier CWA 1298 Dental Program.*
- *This document is an SPD for the portion of the Program that applies to eligible CWA 1298 Bargained Employees of Participating Companies.*

This is a Summary Plan Description (SPD) for the CWA 1298 Dental Program under the Frontier Communications Health Care Plan (Plan). The Plan incorporates certain welfare plans sponsored by Frontier under the Plan are provided through separate component programs. A program is a portion of the Plan that provides benefits to a particular group of participants or beneficiaries. Each program under the Plan applies to a specified set of benefits and group of Employees.

This SPD is a legal document that provides comprehensive information about the Frontier CWA 1298 Dental Program.

It provides information about eligibility, enrollment, contributions and legal protections for the Program Benefits for Bargained Employees.

Keep this SPD with your important papers and share it with your covered dependents.

Use this SPD to find answers to your questions about your Program Benefits in effect as of January 1, 2026. This SPD replaces all previously issued SPDs and Summary of Material Modifications (SMMs) for the portion of the Program covered in this SPD.

### 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, contributions, enrollment changes and Benefit levels may differ depending on your employment status, job title, employing Company and service history. When the SPD identifies differences that apply to participants of an employing Company or an employee group, acronyms are used to refer to the employing Company or the employee group rather than the official name of the employing Company or 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. Also, see the footnotes and notes embedded in the text. They further clarify content, offer additional information or identify exceptions that apply to certain Covered Persons. These notes are important to fully understand Program Benefits.

## **Terms Used in This SPD**

Certain words and terms are capitalized in this SPD. Some of these words and terms have specific meaning (see the "Definitions" section for their meaning).

## **Program Responsibilities**

Your Providers are not responsible for knowing or communicating your Benefits. They have no authority to make decisions about your Benefits under the Program. This Program determines covered services and Benefits available. The Plan Administrator has delegated the exclusive right to interpret and administer applicable provisions of the Program to Program fiduciaries. Their decisions, including in the Claims and Appeals process, are conclusive and binding and are not subject to further review under the Program. Neither the Program, its administrators, nor its fiduciaries make health care decisions, and they do not determine the type or level of care or Course of Treatment for your personal situation. Only you and your Provider determine the treatment, care and services appropriate for your situation.

# CONTENTS

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Important Information.....	i
What Is This Document?.....	i
What Information Do I Need to Know to Use This SPD? .....	i
What Action Do I Need to Take?.....	i
How Do I Use This Document?.....	i
Questions? .....	ii
<b>USING THIS SUMMARY PLAN DESCRIPTION.....</b>	<b>iv</b>
Company Labels and Acronyms Used in This SPD .....	iv
Section References .....	iv
Terms Used in This SPD .....	v
Program Responsibilities .....	v
<b>ELIGIBILITY AND PARTICIPATION.....</b>	<b>1</b>
Eligibility at a Glance .....	1
<i>Rehired Eligible Former Employees</i> .....	1
<i>Eligible Employees</i> .....	2
How to Determine If Your Dependents Are Eligible for This Program .....	2
<i>Eligible Dependents</i> .....	3
Dual Enrollment .....	4
Program Option .....	4
<i>The Preferred Provider Organization (PPO) Option</i> .....	4
<b>ENROLLMENT AND CHANGES TO YOUR COVERAGE .....</b>	<b>6</b>
What Coverage Levels Are Available.....	6
Enrollment at a Glance .....	6
Enrollment Rules for You.....	7
Newly Hired Employee Enrollment.....	7
Annual Enrollment .....	7
How Prospective and Flexible Enrollment Affect Changes to Your Coverage .....	8
Change-in-Status Enrollment.....	9
<i>Notice of a Change-in-Status Event</i> .....	9
<i>The Effective Date of Your Change-in-Status Enrollment</i> .....	9
<i>Your Change-In-Status May Affect Your Tax Treatment of Your Contributions</i> .....	10
Enrollment Rules for Your Dependents.....	10
<i>Dependent Eligibility Verification</i> .....	11
<i>Certification of Disabled Dependents</i> .....	11
Change-in-Status Events .....	12

<i>Permissible Change-in-Status Enrollment Events</i> .....	12
LEAVE OF ABSENCE .....	13
Extended Coverage for Employee on Active Military Duty .....	13
Extended Coverage While on an FMLA-Protected Absence or on FMLA.....	14
WHAT HAPPENS WHEN YOU LEAVE THE COMPANY .....	16
Active Program Coverage.....	16
Post-Employment Benefits Coverage .....	16
<i>Dependent Coverage</i> .....	17
<i>Annual Deductible Credit</i> .....	17
COBRA Coverage in Lieu of Post-Employment Benefits.....	17
CONTRIBUTIONS.....	18
How Contributions Are Made .....	18
Before-Tax and After-Tax Contributions.....	19
<i>The Difference Between Before-Tax and After-Tax Contributions</i> .....	19
Surviving Dependent Contributions.....	20
Employees on Leave of Absence.....	21
Individuals Covered Through COBRA.....	21
Conditions for Program Benefits .....	21
BENEFITS AT A GLANCE.....	22
Your Program Coverage Overview .....	26
COST SHARING .....	28
Cost Sharing.....	28
<i>Annual Deductible</i> .....	28
<i>Coinsurance</i> .....	28
<i>Annual Maximum</i> .....	28
<i>Allowable Charges for Eligible Expenses</i> .....	29
<i>Benefit Maximums</i> .....	29
WHEN COVERAGE ENDS.....	30
For Employees .....	30
For Covered Spouse/Partner and Child(ren).....	30
If You Are Laid Off from Active Employment.....	31
If You Are Retiring from the Company .....	31
If Your Active Employment Ends By Reason of Disability .....	31
If Your Active Employment Ends By Reason of Your Death.....	31
Extension of Benefits When Coverage Ends.....	32

<i>Surviving Dependent Coverage</i> .....	32
WHAT HAPPENS WHEN YOU TERMINATE EMPLOYMENT .....	34
DENTAL BENEFITS .....	35
Overview .....	35
How the Plan Works .....	35
If You Elect the Preferred Provider Organization Option .....	36
<i>Network Providers</i> .....	36
<i>What You Need to Know About Providers</i> .....	36
<i>How Network Areas Are Determined</i> .....	37
<i>Network Benefits</i> .....	37
<i>Non-Network Providers</i> .....	37
Non-Network Coverage .....	37
Covered Expenses Under the PPO Option .....	38
Choosing Your Providers .....	38
How Your Choice of Providers Affects Your Benefits .....	38
Showing Your ID Card .....	39
Predetermination of Benefits .....	39
<i>PPO Option Process</i> .....	39
LIMITATIONS ON BENEFIT PAYMENTS .....	41
Definition of Medically Necessary .....	41
ALTERNATE PROCEDURES .....	42
WHAT IS COVERED .....	43
Covered Services .....	43
<i>Preventive Services</i> .....	43
<i>Restorative Services</i> .....	44
Covered Expenses .....	44
EXCLUSIONS AND LIMITATIONS .....	45
<i>Exclusions</i> .....	46
CLAIMS AND APPEALS PROCEDURES .....	48
CLAIMS FOR ELIGIBILITY .....	49
When to File a Claim for Eligibility .....	49
How to File a Claim for Eligibility .....	49
What Happens If Your Claim for Eligibility Is Denied .....	50
How to Appeal a Denied Claim for Eligibility .....	50

Internal Appeals Process .....	51
CLAIMS FOR BENEFITS .....	52
How to File a Claim for Benefits.....	52
<i>Claim Filing Limits</i> .....	53
<i>Payment of Benefits</i> .....	53
Time Period for Initial Determinations on Claims for Benefits.....	53
<i>What Happens If Your Claim for Benefits Is Denied</i> .....	54
How to Appeal an Adverse Benefit Determination on a Claim for Benefits.....	54
<i>How to File an Appeal for Benefits</i> .....	55
Decisions on Appeals Involving Claims for Benefits.....	56
Scope of Review — Claims for Benefits.....	57
COORDINATION OF BENEFITS.....	60
Determining Which Plan or Program Pays First .....	60
Special Rules.....	60
How COB Works .....	62
EXTENSION OF COVERAGE - COBRA .....	63
COBRA Continuation Coverage.....	63
What Is COBRA Continuation Coverage?.....	63
COBRA-Qualifying Events: When Is COBRA Continuation Coverage Available? .....	64
<i>Eligible Employee</i> .....	64
<i>Spouse or Partner</i> .....	65
<i>Child(ren)</i> .....	65
<i>FMLA (Active Employee Only)</i> .....	66
Important Notice Obligations.....	66
<i>Your Employer’s Notice Obligations</i> .....	66
<i>Your Notice Obligations</i> .....	67
COBRA Notice and Election Procedures .....	67
<i>Electing COBRA Continuation Coverage</i> .....	68
Paying for COBRA Continuation Coverage.....	69
How Long Does COBRA Continuation Coverage Last?.....	69
<i>18 Months (Extended Under Certain Circumstances)</i> .....	70
Termination of COBRA Continuation Coverage Before the End of the Maximum Coverage Period.....	71
Information About Other Individuals Who May Become Eligible for COBRA Continuation Coverage.....	72
<i>Child(ren) Born to or Placed for Adoption With the Covered</i> .....	72
<i>Employee/Eligible Former Employee During COBRA Period</i> .....	72
<i>Annual Enrollment Rights</i> .....	72
<i>Alternate Recipients Under Qualified Medical Child Support Orders</i> .....	72

For More Information .....	72
PLAN ADMINISTRATION.....	74
Plan Administrator .....	74
Administration.....	75
Amendment or Termination of the Plan or Program .....	75
Limitation of Rights .....	75
Legal Action Against the Plan .....	76
You Must Notify Us of Address Changes, Dependent Status Changes and Disability Status Changes .....	76
Plan Information .....	77
<i>Type of Administration and Payment of Benefits</i> .....	79
No Assignment of Rights and Benefits.....	82
Limited Authorization of Payments and Health Care Provider Agreements .....	82
Authorized Representative Rules.....	83
Reimbursing the Plan .....	84
Right of Subrogation .....	86
Recovery of Excess Payments .....	<b>Error! Bookmark not defined.</b>
ERISA RIGHTS OF PARTICIPANTS AND BENEFICIARIES .....	88
Your ERISA Rights .....	88
Prudent Actions by Plan Fiduciaries .....	89
Enforce Your Rights.....	89
Assistance With Your Questions.....	90
OTHER PROGRAM INFORMATION.....	91
Qualified Medical Child Support Orders .....	91
IMPORTANT NOTICES ABOUT YOUR BENEFITS .....	92
Protecting the Privacy of Your Protected Health Information – Notice of HIPAA Privacy Rights .....	92
CONTACT INFORMATION .....	93
DEFINITIONS.....	95
APPENDIX A: CHANGE-IN-STATUS EVENTS .....	106
Change-in-Status Events.....	106
<i>Change in Legal Marital or Partnership Status</i> .....	106
<i>Change in Number of Dependents or Dependent Eligibility</i> .....	107

<i>Change in Employee’s Employment Status</i> .....	108
<i>Change in Spouse’s or Dependent’s Employment Status</i> .....	108
<i>Change in Residence</i> .....	109
<i>Change in Benefit Coverage Under Another Employer’s Plan</i> .....	110
<i>Loss of Coverage Under a Government or Educational Institution</i> .....	111
<i>Gain or Loss of Medicaid Coverage and CHIP Premium Assistance</i> .....	111
<i>Change in Cost</i> .....	112
<i>Change in Coverage Under Another Employer’s Plan</i> .....	113
<i>Addition or Significant Improvement of Benefit Plan Option</i> .....	114
<i>Significant Curtailment of Coverage (With or Without Loss of Coverage)</i> .....	115
<i>Medicare or Medicaid</i> .....	115
<i>Leave of Absence (LOA)</i> .....	116
<i>Judgments, Orders and Decrees</i> .....	116
<i>Change in COBRA Continuation Coverage</i> .....	117
<i>Status Change Codes:</i> .....	118

## ELIGIBILITY AND PARTICIPATION

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### KEY POINTS

- *You and your dependents are eligible for coverage under this Program if you meet the eligibility requirements described in this section.*
- *Your eligibility rules are based on your current or former employing Company and employment classification, Termination Date, service history and disability status.*
- *The Program provides various levels of coverage for you or you and your dependents.*

### Eligibility at a Glance

This section includes information to help you determine if you are eligible for this Program. Review the next section “What Coverage Options are Available” for the level of coverage (e.g. individual or family) available under the Program and the “Program Options” subsection to determine what Program options are available under the Program. To determine if your dependents are eligible for this Program, see the “How to Determine If Your Dependents Are Eligible for This Program” section.

In order to determine your eligibility for the Program, you need to know your employment classification and if you are in a bargaining unit referred to as CWA 1298. Locate the information applicable to you in the “Eligibility Rules” section of the table(s) to determine if you meet the eligibility requirements noted in the table(s) below.

If you do not meet the eligibility requirements for the Program described in this SPD, contact the Frontier Benefits Service Center for assistance in identifying the SPD that might apply to you.

Enrollment is not automatic. You must be enrolled in the Program to receive coverage. See the “Enrollment and Changes to Your Coverage” section for information on how and when you must enroll and effective dates of coverage.

### ***Rehired Eligible Former Employees***

You are considered to be a “Rehired Retiree” (also known as a rehired Eligible Former Employee) if:

- You are a CWA 1298 Employee of a Participating Company in the Program in a position that would otherwise make you eligible for Benefits under this Program, and,
- At the time of your latest hire, you were eligible for Post-Employment Benefits as an Eligible Former Employee under a program sponsored by Frontier for CWA 1298 Employees.

If you are a Rehired Retiree, the provisions of the Rehired Eligible Former Employee supplement supersede the rules in this SPD, including but not limited to whether you are eligible for coverage under this or another Program.

Contact the Frontier Benefits Service Center to obtain the Rehired Eligible Former Employee supplement. It will be mailed to you at no cost.

**Eligible Employees**

Eligibility Rules	
<b>Eligible Employee</b>	
You are an Eligible Employee if...	You are an Employee of a Participating Company and you are classified by your Participating Company as a regular full-time or part-time active bargaining unit Employee of the Population Group below, you are eligible to participate on the first day of the month in which you attain six months Term of Employment (formerly Net Credited Service).
Population Groups: Employee Classifications	CWA 1298
Options	<ul style="list-style-type: none"> <li>• Preferred Provider Organization Option</li> </ul>
Dual Enrollment	While you may be eligible under more than one status (for example, as an Employee, Eligible Former Employee or dependent), the Program only allows you to be enrolled under a single status. See the "Dual Enrollment" section for more information.

**How to Determine If Your Dependents Are Eligible for This Program**

Review this section to determine if your dependents are eligible to enroll in the Program. Coverage for your Eligible Dependents is not automatic. **You must enroll your dependents if you want them to be covered under the Program.**

Unless your dependent’s eligibility for coverage is due to surviving dependent status or continuation of coverage under COBRA, your dependent(s) cannot be enrolled in the Program, unless you are also enrolled. In addition, if more than one coverage option is available under the Program, you and your Eligible Dependents must be enrolled in the same coverage option. You may not cover a Spouse and a Partner as Eligible Dependents under the Program at the same time. In addition, there may be restrictions on whether you can cover another Employee or Eligible Former Employee as a dependent under this Program. See the “Dual Enrollment” section for more information.

The Company reserves the right to verify eligibility of any enrolled dependents. See the “Dependent Eligibility Verification” section for more information. Once a dependent is enrolled, it is your responsibility to contact the Frontier Benefits Service Center to cancel coverage whenever you have a dependent that is no longer eligible, including, for example, when you are divorced. See the “Enrollment and Changes to Your Coverage” section for more information.

If one of your dependents does not meet the eligibility requirements of the Program, the Program will not pay Benefits for any expenses incurred for that dependent. Also, if the Program pays Benefits for a dependent while the dependent is ineligible, you may be required to reimburse the Program for all such payments.

**Note:** If coverage for your dependent is based upon the terms of a Qualified Medical Child Support Order (QMCSO), see the “Alternate Recipients Under Qualified Medical Child Support Orders” section for coverage information.

***Eligible Dependents***

<b>Eligibility Rules</b>	
<b>Eligible Dependents</b>	
Your dependents who meet the eligibility rule are eligible for Program coverage.	<ul style="list-style-type: none"> <li>• Your Spouse.</li> <li>• Your LRP.</li> <li>• Your unmarried Child(ren) or your Spouse/LRP’s unmarried Child(ren) who are dependent on you for support (dependent Child) up to the end of the year in which they reach the age of 23.</li> <li>• For active and retired Bargained Employees: Your unmarried disabled dependent Child(ren) who is mentally or physically disabled, and was mentally or physically disabled before the age of 23. Contact the Frontier Benefits Service Center well before the Child will reach the age of 23 to start the disability certification process.</li> <li>• Child(ren) include your own Child; a Child who is placed for adoption in your home; a Child you have legally adopted or your stepchild, including the Child of your LRP, who resides in your home; and a Child for whom either you or your Spouse/LRP is Legal Guardian and who resides in your home.</li> </ul>
<p><b>IMPORTANT:</b> Physically or mentally Disabled Children over the age of 23 must be certified as an Eligible Dependent for coverage. You can do this by completing the application forms available from the Frontier Benefits Service Center and submitting them for approval to the address on the forms. See the “Certification of Disabled Dependents” section for more information on the certification</p>	

**Audits of Enrollment Status and Proof of Dependents**

The Company reserves the right to audit at any time any enrollment election or other information you have provided to the Company in connection with your enrollment. This right to audit includes auditing the status of your enrolled spouse/partner and dependent children to determine if they meet the eligibility criteria. During an audit, you may be required to provide proof of your marriage/domestic partnership and for your enrolled dependent children. If you cannot provide sufficient proof that an enrolled individual meets the eligibility criteria, he/she will be dis-enrolled from Company benefits, possibly retroactively.

This right to audit includes whether the correct premium or contribution is being charged for your coverage, including any premium surcharge or additional premium. The application of

the correct premium or contribution is always and completely subject to audit. The Company may apply the correct premium or contribution retroactively (due to an audit or otherwise).

Providing the Company with false or misleading information regarding your enrollment, a spouse/partner or dependent child, enrolling an individual who does not satisfy the eligibility criteria, or failing to drop an enrolled individual in a timely manner when he/she no longer satisfies the eligibility criteria may constitute fraud or misrepresentation. If the Company determines that fraud or misrepresentation has occurred, the Company may also terminate or suspend the employee's plan coverage, require repayment of an ineligible individual's prior claims, require payment of the total value of an ineligible individual's coverage or take other corrective action (retroactively or otherwise).

### **Dual Enrollment**

The Program is designed to provide coverage for you and your Eligible Dependents. However, the Program has rules limiting Dual Enrollment, as described below. Dual Enrollment means that you are enrolled for Program coverage and at the same time enrolled in another Company-sponsored dental program under a different eligibility status.

You or your Eligible Dependent cannot be enrolled in more than one dental Program at the same time, nor enrolled in the Program under different statuses, such as, as an Active Employee and as a dependent of another Active Employee or former Employee.

### **Program Option**

The Program provides coverage under a PPO which includes Network and Non-Network Providers. Your Benefits are based on the Provider you chose at the point of service.

#### ***The Preferred Provider Organization (PPO) Option***

The PPO Option provides you flexibility and freedom of choice. With this option, you may receive care from any licensed Dentist or specialist and no referrals are required. The PPO Option offers you access to a Network of Dentists and specialists who have agreed to provide services at lower rates negotiated with the Benefits Administrator. These reduced fees are called Allowable Charges. You are not required to use Network Providers, but when you do, the Provider generally files your claims for you and you are not responsible for charges in excess of the Allowable Charges. When you receive Non-Network Services, you must pay any amount above the Allowable Charge and this amount will not count toward your Annual Deductible or Annual Maximum. Keep in mind that even if you use a Dentist who is not in the Network, you can still reduce your costs and maximize your Benefits by using a Network Provider when you need a specialist such as an orthodontist or oral surgeon. To find a Network Provider, visit the Benefits Administrator's website. See the "Contact Information" section for Benefits Administrator contact information. See the "What You Need to Know About Providers" section for more information about Network Providers and the "Definitions" section for details about Allowable Charges.

The PPO Option covers services such as routine cleanings, oral exams, Fluoride treatments and X-rays, as well as many basic and restorative services. This option pays Benefits based on Coinsurance levels for different types of services and whether Covered services are obtained from a Network or Non-Network Provider. An Annual Deductible applies to Covered services, except certain Preventive Care received from a Network Provider. See the Benefits at a Glance table, "What Is Covered" and "Limitations and Exclusions" sections

for more information on the Dental PPO Benefit. Whether care is received in or outside the Network, Benefits under the PPO Option will be paid up to the Annual Maximum Benefit.

You can find details about PPO Option coverage, Benefits and cost sharing in this SPD. If you have any questions about the terms of a PPO Option, please contact the Benefits Administrator. If you have questions about eligibility, enrollment or contributions for a PPO Option under the Program, contact the Frontier Benefits Service Center.

## **Paying for Coverage**

You and the Company share the cost of the plan. Log on to the Frontier Employee Benefits Center at [www.frontierbenefitscenter.com](http://www.frontierbenefitscenter.com) to review your per paycheck contribution for coverage or refer to your collective bargaining agreement.

Note that employee contributions taken from Frontier payroll deductions generally are deducted on a before-tax basis.

The amount you pay for coverage is determined by:

- The option you choose
- Coverage level you choose

Note: If you are on Short-term disability or any other paid leave status and don't have sufficient wages to pay for your coverage, the unpaid portion of the premium for the group coverage will go into arrears and will be collected from your first paycheck upon returning to work. If you are on an unpaid leave (including LTD) you will be direct billed, on a monthly basis, from the Frontier Benefits Service Center. If you fail to pay the direct bill on a timely basis, your benefits will be terminated.

## **ENROLLMENT AND CHANGES TO YOUR COVERAGE**

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### **KEY POINTS**

- *You must enroll to receive Program coverage.*
- *For your dependents to receive Program coverage, you and your dependents must be enrolled.*
- *You must act within the required time frames for enrolling and making changes to your Program coverage. If you miss the window of opportunity to enroll or make changes to your elections, you may have a gap in coverage or may not be able to make changes you desire to your coverage.*
- *You have certain responsibilities. You must notify the Frontier Benefits Service Center if:*
  - Your address changes.
  - You have a change in enrollment.
  - You receive a Qualified Medical Child Support Order (QMCSO).
  - You or a covered dependent enrolls in Medicare.
  - An enrolled dependent loses eligibility for any reason, such as divorce and reaching a certain age.

### **What Coverage Levels Are Available**

The Program offers the following levels of coverage:

- Individual – You only
- Individual + 1 – You and one Eligible Dependent\*
- Individual + 2 or more – You and two or more Eligible Dependents\*

*\* These levels of coverage are also known as Family Coverage.*

See the “Eligible Dependents” section for information about who qualifies as your Eligible Dependent.

### **Enrollment at a Glance**

The “Enrollment Rules for You” table below indicates the enrollment opportunities for which you and your dependents are eligible, as well as the time frames for electing coverage and making changes. For more detailed information regarding types of enrollment, see the sections following the “Enrollment Rules for You” table.

## Enrollment Rules for You

<b>Enrollment</b>	
Newly Eligible Enrollment	<p>Coverage is not automatic. If you do not enroll, you will not have coverage. To have coverage under the Dental Program, you must enroll through the Frontier Benefits Service Center.</p> <p>Follow the instructions in your enrollment materials and enroll within the 31 day period described in your enrollment materials - for coverage to be effective on the first day of the month in which you complete six months of TOE. Contributions will be on a before-tax basis unless you elect to have your payroll deductions made on an after-tax basis.</p> <p>Your enrollment election can be made:</p> <ul style="list-style-type: none"> <li>• Between your Hire Date and the first day of the month in which you complete six months Term of Employment/TOE (previously Net Credited Service) - for coverage to be effective on the first day of the month in which you attain seven months of TOE. Contributions will be on an after-tax basis.</li> </ul>
Annual Enrollment	During Annual Enrollment - for coverage to be effective on the first day of the following Plan Year.
Prospective Enrollment	<p>At any time during the year - for coverage to be effective on the first day of the month following your enrollment.</p> <p>Prospective Enrollment does not permit you to change Program options. See the "Prospective Enrollment" section for further information about eligibility and how to prospectively enroll.</p> <p>Prospective Enrollment is not available to Employees or former Employees on Company Extended Coverage, or COBRA participants.</p>
Change-in-Status Enrollment	See the "Change-in-Status Enrollment" section.

### Newly Hired Employee Enrollment

If you are classified by the Company as an Eligible Employee, you may enroll yourself and your Eligible Dependents in Dental Program coverage. You will receive enrollment materials from the Frontier Benefits Service Center shortly after you are hired. You need to follow the instructions provided on how to enroll and you must enroll within the 31 day window period described in your enrollment materials for your coverage to be effective on the first day of the month in which you attain six months Term of Employment if you are a Bargained Employee. Your enrollment is subject to the before-tax premium option provided under the Frontier Flexible Spending Account (FSA) Plan for CWA 1298 Employees, any contributions made through payroll deduction will be deducted on a before-tax basis unless you elect otherwise. If you do not elect to enroll you will default to “no coverage.”

### Annual Enrollment

Annual Enrollment occurs each fall. During Annual Enrollment, you will be notified of the coverage options available to you for the next Plan Year. Your enrollment materials will also include information on coverage assigned to you if you do not take action.

**IMPORTANT:** The assigned coverage will be effective for the next Plan Year if you do not make an election.

It is important to review the materials and take action if needed. Your options, including your assigned coverage, may be different than your current coverage. Some options require you to actively enroll. Coverage begins January 1 of the following Plan Year.

**IMPORTANT:** If you have a Change-in-Status Event on or after the open enrollment period and want to change your coverage, you need to make two separate elections:

- 1) Change your current coverage in effect through the end of the Plan year, and
- 2) Update your Annual Enrollment elections for coverage beginning January 1

You can enroll online via the Frontier Benefits Service Center.

### How Prospective and Flexible Enrollment Affect Changes to Your Coverage

<b>For Active Employees Who Are Eligible for Prospective Enrollment</b>	
<b>Changes That You Can Make at Any Time</b>	<b>Coverage Effective Date</b>
<ul style="list-style-type: none"> <li>• Enroll in dental coverage</li> <li>• Drop dental coverage</li> <li>• Add or drop dependents</li> </ul>	<p>The first day of the month following the month in which the request is made. For example, if you make your enrollment request in March, your change will be effective April 1.</p>

<b>Former Bargained Employees Who Are Eligible for Flexible Enrollment and Prospective Enrollment (May Depend on Retirement Date)</b>	
<b>Changes That You Can Make at Any Time</b>	<b>Coverage Effective Date</b>
<ul style="list-style-type: none"> <li>• Enroll in dental coverage</li> <li>• Drop dental coverage</li> </ul>	<p>The first day of the second month following the month in which the request is made. For example, if you make your enrollment request in March, your change will be effective May 1.</p>
<ul style="list-style-type: none"> <li>• Add or drop dependents</li> </ul>	<p>The first day of the month following the month in which the request is made. For example, if you make your enrollment request in March, your change will be effective April 1.</p>

<b>For Eligible Former Bargained Employees Who Are Not Eligible for Flexible or Prospective Enrollment</b>	
<b>Changes That You Can Make at Any Time</b>	<b>Coverage Effective Date</b>
<ul style="list-style-type: none"> <li>• Drop dental coverage</li> <li>• Drop Dependents</li> </ul>	The first day of the month following the month in which the request is made. For example, if you make your enrollment request in March, your change will be effective April 1.

**Change-in-Status Enrollment**

Circumstances often change. We may get married, welcome a Child to the family, lose benefits under another employer’s plan or you or a family member takes a leave of absence. These important events are called Change-in-Status Events and the Program allows you to change your enrollment when you experience specific Change-in-Status Events. See the “Change-in-Status Event” section for more information on events that are considered a change-in-status.

Your ability to change your Program enrollment when you experience a Change-in-Status Event during a Plan Year is in addition to Annual or Prospective Enrollment opportunities.

***Notice of a Change-in-Status Event***

It’s important to consider how a change will impact your Benefits. If any Change-in-Status Event occurs and you want to change your enrollment choices, you must inform the Frontier Benefits Service Center within 31 days after the event.

There is an exception to this rule:

- If you or a covered dependent dies, inform the Frontier Benefits Service Center to initiate the appropriate changes to Program enrollment.

***The Effective Date of Your Change-in-Status Enrollment***

It is very important that you notify the Frontier Benefits Service Center within the time frames stated above when requesting a change to your enrollment. Your eligibility to make a change and the effective date of your request for your change in enrollment depends on when you request that change.

To change your enrollment, contact the Frontier Benefits Service Center.

Your change in enrollment request is subject to review by the Frontier Benefits Service Center. This review could have an impact on the effective date of your enrollment. For example, if you request enrollment for your newly eligible Child, your enrollment is subject to the same rules that apply to newly Eligible Employees and dependents, including the Dependent Eligibility Verification Process. Therefore, it is especially important to submit the necessary documents that prove eligibility for your dependent in a timely manner. Failure to submit the documents on time may delay his or her effective date of coverage under the

Program beyond the effective dates listed below. See the “Dependent Eligibility Verification” section for more information.

If you request your enrollment change within the specified time frame and you provide all documentation requested by the Frontier Benefits Service Center within the time required, your new enrollment will become effective either on:

- The date of the Change-in-Status Event in the case of birth, adoption or placement for adoption.
- On the first of the month after the event for all other Change-in-Status Events.

If you do not provide Notification and documentation within the time frames noted above, your enrollment will become effective on the first day of the month following the date you notify the Frontier Benefits Service Center.

***Your Change-In-Status May Affect Your Tax Treatment of Your Contributions***

A change in enrollment may lead to an adjustment to your required contributions and may also affect the tax treatment of your new contribution amount. For information about how your specific enrollment change may affect the amount of your contributions, contact the Frontier Benefits Service Center.

**IMPORTANT:** This section does not contain information about your right to change the amount of your before-tax contribution. The section outlines your right to change your Program coverage enrollment only. For more information on how contributions are affected by Change-in-Status Events, please see the “Before-Tax and After-Tax Contributions” section.

**Enrollment Rules for Your Dependents**

Program coverage is not automatic for you or your Eligible Dependents. You must enroll through the Frontier Benefits Service Center to have coverage. To enroll a dependent, you must be enrolled in coverage.

Your enrollment elections can be made:

- During Annual Enrollment – for coverage beginning the first day of the following Plan Year.
- Within 31 days of the later of your Hire Date or the date on your enrollment materials – for coverage beginning on your date of hire or as provided under your collective bargaining agreement. See the section on “Eligible Employees” for the date your coverage begins.

You may defer when coverage begins for you and your Eligible Dependents until you are eligible for the Company contribution toward your dental coverage. See the “Eligibility and Participation” and “Contribution” sections for information.

- After a Change-in-Status Event. See the “Change-in-Status Events” section for additional information, including a list of Change-in-Status Events and the changes in

coverage you are allowed to make. A Change-in-Status Event includes the date you are first eligible for the Company contribution toward your dental coverage.

- At any time during the year with coverage beginning at a later date if you are eligible for Prospective Enrollment. See the section on “Prospective Enrollment” for more information.

**IMPORTANT:** If you are denied enrollment in the Program, you have the right to file a Claim for Eligibility. See the “How to File a Claim for Eligibility” section for information.

### ***Dependent Eligibility Verification***

Your dependent may participate in the Program if he or she is eligible under the terms of the Program and enrolled.

In order to enroll your dependent, you must call the Frontier Benefits Service Center.

In order to enroll your dependent, you must call the Frontier Benefits Service Center and provide the information and documentation requested. For example, to enroll a new dependent, you may be required to provide a copy of a birth certificate and/or other specified document that establishes the Child’s relationship to you.

**IMPORTANT:** You must provide documentation proving the eligibility of your dependent prior to the date specified by the Frontier Benefits Service Center and before your dependent’s coverage can become effective under the Program.

If you provide the required documentation within the required time frame and the Frontier Benefits Service Center has reviewed your documents and approved the eligibility of your dependent, coverage under the Program will become effective as of the first of the month following the date you requested enrollment (if Prospective Enrollment is permitted under the Program) or earlier if pursuant to Annual Enrollment or a Change-in-Status Event as described under the Program.

If the Frontier Benefits Service Center denies your application to add your dependent for coverage under the Program, you may file a Claim on this decision to the Frontier Benefits Service Center. If the Frontier Benefits Service Center denies your initial Claim, you may appeal that decision. See the “How to File a Claim for Eligibility” section.

**If you do not provide the required documentation prior to the deadline stated, your dependents will not be enrolled for coverage under the Program retroactively.**

**Note:** Enrollment of an ineligible dependent in the Program constitutes Benefits fraud. The Company will refer suspected fraudulent enrollments for investigation, which may result in legal action and financial consequences.

### ***Certification of Disabled Dependents***

It is necessary to certify that your Child(ren) is disabled in order to obtain extended eligibility under the Program. Your disabled dependent will not receive Benefits under the Program if you fail to certify his or her disabled status. Review this section carefully to understand the steps necessary for certification (and recertification).

To certify an unmarried Child (including the Child of a Partner) who is disabled, you must contact the Frontier Benefits Service Center and complete any required forms.

Dental coverage for your Disabled Child(ren) begins when your Child(ren) is certified. Coverage is not retroactive for expenses incurred before certification.

A disabled dependent may have to be continuously enrolled to be eligible for Program coverage. See the "Eligibility and Participation" section of the SPD to determine if this requirement applies.

**IMPORTANT:** It is best to contact the Frontier Benefits Service Center three (3) to six (6) months before the Child will age out of coverage. See the "How to Determine If Your Dependents Are Eligible for This Program" section for further information on the applicable Child age limit. Failure to timely certify your dependent prior to that age will result in a break in Program coverage.

You must recertify your Disabled Child(ren) by providing satisfactory evidence of his or her disability at the discretion of the Plan Administrator, in order to continue eligibility for Program coverage. In addition, an independent medical examination of your unmarried Disabled Child(ren) may be required at the time of certification or recertification.

## Change-in-Status Events

### ***Permissible Change-in-Status Enrollment Events***

Change-in-Status Events permit you to change your Program enrollment. For a detailed description of each of these events, see Appendix A. The permitted enrollment changes reflected in Appendix A are based on the terms and conditions of the Program and are consistent with federal law. The Plan Administrator has the discretion to determine whether or not a requested enrollment change is consistent with the event. See the "Status Change Codes Legend" at the end of the tables in Appendix A for an explanation of the codes used in the tables.

There are certain requirements that your change in enrollment request must meet in order to be permitted under the Program.

- **The enrollment change must be consistent with the event:** The Change-in-Status Event must:
  - Affect eligibility and coverage under the Program; and
  - Must be on account of and consistent with the event.
- **Request your enrollment before the deadline:** Your request for a change in your enrollment must occur within 31 days of the Change-in-Status Event.
- **Document your event:** While not always required, the Program has the right to request documentation that supports your Change-in-Status Event, such as a marriage or a birth certificate.

## LEAVE OF ABSENCE

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### KEY POINTS

- *Special rules apply if you are on a leave of absence. You may be required to pay for coverage that continues during your leave of absence.*
- *If you do not continue coverage while on a leave of absence, you may be required to re-enroll upon your return to work.*

Your eligibility for continued coverage under this Program and whether you are required to pay for this coverage during your leave of absence depends on the type of absence and, in some cases, on the duration of your leave. If you are on an approved leave of absence, you will receive a notice explaining what coverage you are eligible to continue to receive and whether you will be required to pay for this coverage. If you continue coverage, you must make all contributions during the required time frame to avoid interruption of your Benefits. If you do not continue coverage under the Program while you are on your leave of absence, you must re-enroll upon your return to work by contacting the Frontier Benefits Service Center. All coverage that continued while you were on leave will be continued when you return to work unless your eligibility has changed, for example, a change in your position results in eligibility for a different benefit program.

Special rules apply if you are absent from work by reason of Military Service or on a leave of absence subject to the Family and Medical Leave Act (FMLA leave). These rules are covered in the next two sections.

Because your coverage generally will be continued until the end of the month in which your active employment ends, a leave of absence that begins and ends in the same month will not affect your eligibility for coverage, but you may be required to re-enroll for coverage upon your return to work in order to continue your coverage uninterrupted.

### **Extended Coverage for Employee on Active Military Duty**

The Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA) provides the right to elect continued coverage under this Program for an Employee who is absent from employment for more than 30 days by reason of service in the Uniformed Services.

The terms “Uniformed Services” or “Military Service” mean the United States Armed Forces, the Army National Guard and Air National Guard when engaged in active duty for training, inactive duty training or full-time National Guard duty, the commissioned corps of the United States Public Health Service and any other category of persons designated by the President of the United States in time of war or national emergency.

If you are qualified to continue coverage pursuant to USERRA, you may elect to continue your coverage under this Program by notifying the Frontier Benefits Service Center in advance and providing payment of any required contribution for this coverage. This may include the amount the Company normally pays on your behalf. If your Military Service is for a period of time shorter than 31 days, you will not be required to pay more than your regular contribution amount for your coverage under this Program.

You may continue your coverage under USERRA for up to the shorter of:

- The 24-month period beginning on the day of your absence from work due to Military Service.
- The day after the date on which you fail to apply for, or return to, a position of employment with the Company.

Regardless of whether you continue coverage under this Program while in Military Service, if you return to employment with the Company, your coverage and coverage for your Eligible Dependents will be reinstated under the Program. No exclusions or waiting period will be imposed in connection with this reinstatement unless a sickness or Injury is determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, the performance of Military Service.

This is a brief overview of the provisions of USERRA. For information concerning coverage for Employees who are absent from employment by reason of service in the Uniformed Services and their Eligible Dependents, contact the Frontier Benefits Service Center.

### **Extended Coverage While on an FMLA-Protected Absence or on FMLA**

During a leave covered by the Family and Medical Leave Act (FMLA leave), the Company will maintain your coverage under the Program during the approved leave under FMLA on the same terms and conditions as applicable to similarly situated Active Employees who are not on FMLA leave. If you receive pay while on an FMLA leave, your required contributions will continue to be taken from your pay. If you do not receive pay while on an FMLA leave, you will be required to pay your required contributions. If your coverage ceases during the FMLA leave period, you may resume your coverage upon return from FMLA leave on the same terms as before the leave began (e.g., no new conditions or waiting periods will apply to the coverage upon your return to work).

You may be entitled to FMLA leave for the following reasons:

- Birth of a child, and to care for such child;
- Placement of a child with you for adoption or foster care;
- To care for your seriously ill spouse, child or parent;
- A serious health condition that makes you unable to perform your job functions;
- A “qualifying exigency” arising because your spouse, child or parent is on covered active duty or has been notified of a call or order to covered active duty in the armed forces; or
- To care for a service member of the armed forces who is your spouse, child, parent or next of kin.

The Company is responsible for the determination of your eligibility, rights, or the length of leave under FMLA, and shall notify the Plan for purposes of continuing your coverage under this Plan.

State FMLA laws may also grant additional or different rights than set forth above. Contact your local Human Resources office for information.

***Repayment of Cost of Health Care Coverage Paid or Advanced by the Company***

If you do not return to work for the Company following an FMLA leave for a reason other than the continuation, recurrence or onset of a serious health condition that entitles you to approved FMLA leave or as a result of other circumstances beyond your control (for example, a layoff), you may be required to reimburse the Company for the cost of your Program coverage during your FMLA leave. If you return to work for the Company following an FMLA leave, you will be required to reimburse the Company for the Employee contributions that were not paid during your FMLA leave.

***Continuation of Coverage under COBRA***

If you do not return to active employment after your FMLA leave ends or you notify the Company that you do not intend to return after the end of your FMLA leave, you will be eligible to continue coverage through COBRA. The period of COBRA coverage will begin on the earlier of:

- The date your FMLA leave ends if you do not return to active employment.
- The date you notify the Company that you do not intend to return after the end of your FMLA leave.

***For More Information***

FMLA leave information is available from the Frontier Benefits Service Center.

## WHAT HAPPENS WHEN YOU LEAVE THE COMPANY

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### Active Program Coverage

Active Program coverage for you and your covered dependents continues through the end of the month in which your employment terminates. If eligible for Post-Employment Benefits, your Post-Employment Benefits will be subject to provisions that apply to Eligible Former Employees unless you elect COBRA continuation coverage under your active Program coverage. Information concerning your options as a former Employee will be provided by the Frontier Benefits Service Center.

### Post-Employment Benefits Coverage

The Frontier Benefits Service Center will send you information regarding Post-Employment Benefits and required monthly contributions. Contact the Frontier Benefits Service Center if you do not receive this statement within two weeks of your employment Termination Date or if you would like to make any changes to your coverage.

If you are eligible for Post-Employment Benefits as an Eligible Former Employee, your coverage will begin on the first day of the month following your employment Termination Date, subject to the payment of any required contributions. For example, if you terminate employment on June 15, the effective date for Post-Employment Benefits is July 1. See the “When Coverage Ends” section for more information.

There is a separate SPD for your post-employment coverage Program Benefits. You will receive a copy of your post-employment SPD either electronically or by mail. You can also access a copy of your SPD at the Frontier Benefits Service Center’s website.

<b>Steps You Must Take to Ensure Coverage Continuation</b>	
Within two weeks of your termination of employment date	Look for information from the Frontier Benefits Service Center; call if you do not receive information
Within 31 days of receipt of information from the Frontier Benefits Service Center	Enroll for Post-Employment Benefits available to Eligible Former Employees, if applicable
Within 31 days of enrollment for Post-Employment Benefits available to Eligible Former Employees	Submit payment for any required contributions
Within 60 days of your active Program coverage end date or receipt of COBRA Enrollment Notice, whichever is later	Elect COBRA coverage, if applicable
Within 45 days of electing COBRA coverage	Submit payment for COBRA coverage
Ongoing	<ul style="list-style-type: none"> <li>• Submit payments by the due date.</li> <li>• Promptly report your address change to the Frontier Benefits Service Center.</li> <li>• Promptly report any Change-in-Status Events to the Frontier Benefits Service Center.</li> </ul>

***Dependent Coverage***

If you are eligible for Post-Employment Benefits (also referred to as Retiree Benefits), you may cover your Eligible Dependents that were enrolled in active Program coverage at the time you terminate employment, subject to dependent eligibility requirements and payment of any required contributions. If you acquire a new dependent after you terminate employment, contact the Frontier Benefits Service Center to find out if your new dependent is eligible for coverage. The Frontier Benefits Service Center will advise you of the steps you must take to enroll your new dependent, if eligible, and any additional cost you must pay for coverage of your new Eligible Dependent.

***Annual Deductible Credit***

The expenses accumulated toward meeting your Annual Deductible will restart at zero dollars (\$0) if you change Dental Programs during the Plan Year (you move from the Dental Program to the Eligible Former Employee Dental Program, or vice versa).

**COBRA Coverage in Lieu of Post-Employment Benefits**

Upon your termination of employment from the Company, you will receive a COBRA enrollment notice from the Frontier Benefits Service Center. As an alternative to Post-Employment Benefits for Eligible Former Employees, you may choose to continue your active Program coverage by electing COBRA coverage, as provided by federal law. Eligibility for COBRA coverage does not affect your eligibility for Post-Employment Benefits for Eligible Former Employees. However, if you elect COBRA coverage, you may not commence your Post-Employment Benefits for Eligible Former Employees until such time as COBRA coverage ends. Once COBRA coverage ends, you may enroll in Post-Employment Benefits for Eligible Former Employees. See the “Extension of Coverage – COBRA” section for more information.

## CONTRIBUTIONS

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### KEY POINTS

- *Your contribution is the amount you are required to pay monthly for Program coverage.*
- *The number of Eligible Dependents you cover impacts your contribution cost.*

The amount you contribute toward the Cost of Coverage is affected by a number of factors, including:

- Your employment status (for example, Actively at Work or on a leave of absence).
- The number of hours that you are scheduled to work if you are an Active Employee.
- Whether or not you cover Eligible Dependents.
- Whether your coverage is continued through Company Extended Coverage (CEC) or COBRA Continuation Coverage.
- Your employment Termination Date.
- The date you commence Long-Term Disability (LTD) Benefits if you are an LTD beneficiary.

You can view information concerning the contribution amount that applies to you by logging in to the Frontier Benefits Service Center website.

### How Contributions Are Made

Contributions are deducted from your paycheck. If your contributions are not deducted from your paycheck, for example, you are on a leave of absence (LOA), you will be required to submit payment, generally through check or money order. Contact the Frontier Benefits Service Center to determine what options are available to you.

**IMPORTANT:** You have a 60-day grace period from the day your payment is due to make your payment before coverage is terminated. Failure to pay all required contributions for both you and any covered dependents will result in loss of coverage retroactive to the last day of the month for which full payment was received. Coverage will be canceled and you may not be eligible to re-enroll until the next Annual Enrollment, or you may be limited to Prospective Enrollment only, unless you experience a Change-in-Status Event that permits you to enroll sooner. In addition, if you are making contributions toward coverage under any other Company health and life insurance plans, coverage under those health and life plans will be canceled as well, and you may not be able to re-enroll in those plans, if at all, until the next Annual Enrollment unless you experience a Change-in-Status Event that permits you to enroll sooner. You should contact the Frontier Benefits Service Center for more information.

## **Before-Tax and After-Tax Contributions**

If you are an Active Employee, your Program contributions will automatically be deducted from your pay on a before-tax basis upon enrolling in the Program. If you do not want these contributions deducted on a before-tax basis, you must elect after-tax contributions when you enroll.

Even if you are eligible to change your dental coverage to an option with lower or higher contributions due to a Change-in-Status Event or Prospective Enrollment, you cannot change the amount of your before-tax contributions unless you experience a Qualified Status Change event as defined in the Flexible Spending Account (FSA) Plan. Although generally similar, not all Change-in-Status Events under the Program are considered qualified under the FSA Plan. Refer to the Frontier FSA Plan SPD for CWA 1298 Employees for more information on before-tax contributions and for a list of events that are considered Qualified Status Change events.

If you are not an Active Employee, you must pay your Program contributions on an after-tax basis.

### ***The Difference Between Before-Tax and After-Tax Contributions***

It is important that you understand the difference between before-tax and after-tax contributions, and the rules that apply to before-tax contributions.

#### ***Before-Tax Contributions***

Your Company FSA Plan allows you to pay applicable Program contributions on a before-tax basis. When your contributions are deducted from your paycheck before federal, state and local (if applicable) taxes are taken out, they are known as before-tax contributions. Before-tax contributions reduce taxable income for federal income tax purposes; therefore, you pay less in taxes. In most (but not all) states, before-tax contributions also reduce income subject to state (and local) taxes.

Before-tax contributions are subject to IRS regulations. These regulations require you to make elections for benefits paid through before-tax contributions during your initial or Annual Enrollment period. Before-tax contributions cannot be changed outside of these enrollment periods unless a Qualified Status Change occurs that allows the change.

If you experience a Qualified Status Change event as outlined in the FSA Plan, you may make changes to your benefits and associated changes to your before-tax deductions provided you report the event to the Frontier Benefits Service Center, and make the associated change in your benefits coverage within the time period specified for making the change under the FSA Plan.

For example, if you drop a dependent or cancel coverage outside an enrollment period without declaring a Qualified Status Change event within the required time frame, your before-tax contribution will not change even if the amount of your contribution would otherwise decrease. If you add a dependent or enroll in new coverage outside an enrollment period without timely declaring a Qualified Status Change event, and the contribution amount for your new dependent or coverage is greater than your before-tax contribution, the additional amount will be deducted from your pay on an after-tax basis. See the Change-in-Status Events table for a list of Qualified Status Change events.

**IMPORTANT:** Active Employee contributions are automatically deducted from your paycheck on a before-tax basis, so if you want these contributions deducted on an after-tax basis, you must make this election during your enrollment period.

After-Tax Contributions

You are not required to pay applicable contributions on a before-tax basis. You may elect to have your contributions deducted from your paycheck on an after-tax basis. After-tax contributions do not reduce your taxable income. This means you pay income taxes on the amount of your contributions.

You must elect after-tax contributions by making an affirmative election.

Employee Classification		Contribution Rules
Regular Employee (at least six months Term of Employment)	Full-time	No contribution required
	Part-time Hired before 1981	
	Part-time (Average work week more than or equal to 25 hours*) Hired on or after January 1, 1981 *Determined as of the end of the calendar quarter	
	Part-time (Average work week more than or equal to 17 hours but less than 25 hours*) Hired on or after January 1, 1981 *Determined as of the end of the calendar quarter	You pay 50% of the monthly Cost of Coverage.
Part-time (Average work week less than 17 hours*) Hired on or after January 1, 1981 *Determined as of the end of the calendar quarter	You pay 100% of the monthly Cost of Coverage.	

**Surviving Dependent Contributions**

Company contributions toward the Cost of Coverage are available to your surviving dependents receiving Company Extended Coverage (CEC) for up to 12 full months following your death, subject to the payment of any required participant contributions. Your surviving dependent(s) who continue coverage under CEC after the 6 month period will pay 100 percent of the Cost of Coverage with no Company contribution.

As described in the “Surviving Dependent Coverage” section, CEC is integrated with COBRA continuation coverage. As a result, while you are eligible for CEC, COBRA

premiums will be reduced by the amount of Company contributions available under CEC. Once Company contributions under CEC end, your surviving dependent(s) will pay 100 percent of the applicable Cost of Coverage for continued COBRA coverage for up to 24 months (total of 36 months).

### **Employees on Leave of Absence**

If you are on an approved leave of absence (LOA), you will receive a notice explaining what Program coverage you are eligible to continue and any contributions that you are required to pay for this coverage. If contributions are required, payment is due on the first of the month for the following month of coverage. For example, payment is due by July 1 for coverage for the month of July.

If you have questions concerning billing or payment of your contribution, contact the Frontier Benefits Service Center.

**IMPORTANT:** You have a 60-day grace period from the day your payment is due to make payment before coverage is terminated. Failure to pay all required contributions will result in loss of coverage retroactive to the last day of the month for which full payment was received. You may not be eligible to re-enroll until you return from your LOA. If you do not continue coverage under the Program while you are on LOA and you would like to re-enroll upon your return to work, you must contact the Frontier Benefits Service Center to determine if you are eligible. If you are eligible to re-enroll, you will also receive enrollment materials from the Frontier Benefits Service Center upon your return to work.

### **Individuals Covered Through COBRA**

If you or your Eligible Dependents are continuing coverage through COBRA, you or your Eligible Dependents will be required to pay for the coverage. See the “Extension of Coverage — COBRA” section for more information about COBRA rights. Additional information on paying for COBRA coverage is provided in the “Paying for COBRA Continuation Coverage” subsection. If you have questions concerning billing or payment of COBRA continuation coverage, you can contact the Frontier Benefits Service Center.

### **Conditions for Program Benefits**

Program Benefits are available if you meet all of the following:

- You are a Covered Person, which means you meet all eligibility requirements for Program coverage and are properly enrolled for coverage.
- You continue to meet all of the eligibility requirements and all required contributions for your coverage are paid timely.
- You receive covered services while your Program coverage is in effect – after you meet eligibility requirements and before coverage ends, as described in the “When Coverage Ends” section.
- You or your Provider file a timely Claim for Benefits, as described in the “How to File a Claim for Benefits” section and provide any required information in support of your Claim.

## BENEFITS AT A GLANCE

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The following Benefits at a Glance table(s) provides you:

- **A summary, not an exhaustive list, of the most commonly used covered services.** See the “What Is Covered” section for more detailed information on what is covered. Even if a service is listed as a covered dental service, certain exclusions or limitations may apply that affect Benefits payable under the Program. Other services are specifically excluded from coverage regardless of the circumstances. For information on what is not covered as well as circumstances affecting whether a service is covered, see the “Exclusions and Limitations” section.
- **A summary of limitations specific to the covered services in the table.** This information is not exhaustive. See the “What Is Covered” section for more detailed information on limitations to the covered services.
- **Cost sharing information.** You and the Program share in the cost of care as summarized in the table(s) below. The following Benefits at a Glance table(s) provides information on how you and the Program share in the cost of the most commonly used services. However, circumstances specific to your situation may impact your level of cost sharing. To better understand these cost sharing features and how they impact your Benefits, see the “Cost Sharing” section.

**IMPORTANT:** No coverage will be provided for services that the Benefits Administrator does not determine are Medically Necessary. Just because a Provider prescribes, orders, recommends, approves or views a service as Medically Necessary does not mean the Program will pay the cost of that service. See the “Limitations on Benefit Payments” section for a description of Medically Necessary.

For a complete understanding of Benefits coverage, read this SPD in its entirety. If you have any questions about your dental Benefits, contact your Benefits Administrator.

	Network	Non-Network
<b>Predetermination of Benefits</b>		
Pretreatment Estimate/Predetermination of benefits	Recommended for expenses over \$200	Recommended for expenses over \$200
<b>Cost Sharing</b>		
Deductible	\$50 Deductible per individual per calendar year Network/Non-Network combined (unless otherwise noted, the Annual Deductible applies)	\$50 Deductible per individual per calendar year Network/Non-Network combined (unless otherwise noted, the Annual Deductible applies)
Annual Maximum Benefit	Individual: \$1,400 Network/Non-Network combined	Individual: \$1,400 Network/Non-Network combined

	<b>Network</b>	<b>Non-Network</b>
Coinsurance	Percent of Eligible Expenses you pay after Annual Deductible. See the "Cost Sharing" section.	Percent of Eligible Expenses you pay after Annual Deductible. See the "Cost Sharing" section.
Preventive/Diagnostic Care	Annual Deductible waived	Not applicable
<b>Preventive Care Services</b>		
Covered Services	Type A Services: preventive and diagnostic	Type A Services: preventive and diagnostic
Preventive Care	0% of Allowable Charge	0% of Reasonable and Customary charge Member owes difference between Provider's fee and Reasonable and Customary charge
Preventive Care Annual Service Limits	Exams, cleanings and x-rays: 2 per calendar year Topical Fluoride: 2 per calendar year	Exams, cleanings and x-rays: 2 per calendar year Topical Fluoride: 2 per calendar year
Oral Exams	0% of Allowable Charge 2 per calendar year	0% of Reasonable and Customary charge 2 per calendar year Member owes difference between Provider's fees and Program payment
Space maintainer	0% of Allowable Charge For Children under the age of 19, including: <ul style="list-style-type: none"> <li>• Installation of fixed or removable Appliances designed to maintain existing space by preventing adjacent or opposing teeth from moving (limited to when these Appliances replace prematurely lost or extracted teeth).</li> <li>• Subsequent adjustment of these Appliances when required because of a relative change in the condition of the mouth.</li> </ul>	0% of Reasonable and Customary charge Member owes difference between Provider's fees and Plan payment For Children under the age of 19, including: <ul style="list-style-type: none"> <li>• Installation of fixed or removable Appliances designed to maintain existing space by preventing adjacent or opposing teeth from moving (limited to when these Appliances replace prematurely lost or extracted teeth).</li> <li>• Subsequent adjustment of these Appliances when required because of a relative change in the condition of the mouth.</li> </ul>

	<b>Network</b>	<b>Non-Network</b>
Teeth cleaning and polishing	0% of Allowable Charge 2 per calendar year	0% of Reasonable and Customary charge Member owes difference between Provider's fees and Program payment 2 per calendar year
Topical application of fluoride	0% of Allowable Charge 2 per calendar year	0% of Reasonable and Customary charge Member owes difference between Provider's fees and Program payment 2 per calendar year
Sealants	Up to Scheduled Amount of \$15 for permanent molars for Children under the age of 15 2 per lifetime per individual	Up to Scheduled Amount of \$15 for permanent molars for Children under the age of 15 2 per lifetime per individual
X-rays - Bitewing	0% of Allowable Charge 2 per calendar year	0% of Reasonable and Customary charge Member owes difference between Provider's fees and Program payment 2 per calendar year
X-rays - Full mouth/panoramic	0% of Allowable Charge 1 every 3 calendar years	0% of Reasonable and Customary charge Member owes difference between Provider's fees and Program payment 1 every 3 calendar years
X-ray for Diagnosis	0% of Allowable Charge If x-ray required for a specific condition, except x-ray in conjunction with Orthodontics	0% of Reasonable and Customary charge if required for a specific condition, except x-ray in conjunction with Orthodontics Member owes difference between Provider's fees and Program payment
<b>Basic Services</b>		
Fillings	20% of Allowable Charge	30% of Reasonable and Customary charge Member owes difference between Provider's fee and Reasonable and Customary charge

	<b>Network</b>	<b>Non-Network</b>
Routine extractions	20% of Allowable Charge	30% of Reasonable and Customary charge Member owes difference between Provider's fee and Reasonable and Customary charge
Endodontics (root canal therapy)	20% of Allowable Charge	30% of Reasonable and Customary charge Member owes difference between Provider's fee and Reasonable and Customary charge
Periodontics	20% of Allowable Charge	30% of Reasonable and Customary charge Member owes difference between Provider's fee and Reasonable and Customary charge
Emergency treatment	0% Allowable Charge	0% of Reasonable and Customary charge Member owes difference between Provider's fee and Reasonable and Customary charge
Basic Care Annual Service Limits	Not applicable	Not applicable
<b>Major Services</b>		
Inlays/Onlays	40% Coinsurance of Allowable Charge	50% of Reasonable and Customary charge Member owes difference between Provider's fee and Reasonable and Customary charge
Crowns	40% Coinsurance	50% of Reasonable and Customary charge Member owes difference between Provider's fee and Reasonable and Customary charge
Dentures	40% Coinsurance	50% of Reasonable and Customary charge Member owes difference between Provider's fee and Reasonable and Customary charge
Bridges	40% Coinsurance	50% of Reasonable and Customary charge Member owes difference between Provider's fee and Reasonable and Customary charge

	<b>Network</b>	<b>Non-Network</b>
Dental implants	Not covered	Not covered
Oral surgery	20% Coinsurance	30% of Reasonable and Customary charge Member owes difference between Provider's fee and Reasonable and Customary charge
Anesthesia for dental care	20% Coinsurance	30% of Reasonable and Customary charge Member owes difference between Provider's fee and Reasonable and Customary charge
<b>TMJ</b>		
TMJ Services: Nonsurgical treatment for Appliance only, Benefits for covered expenses are applied against the lifetime maximum for	40% coinsurance- no deductible applies	50% coinsurance- no deductible applies
TMJ Annual or Lifetime Service Limits	Maximum reimbursement: \$1,500 per individual per lifetime Network/Non-Network combined with orthodontia	Maximum reimbursement: \$1,500 per individual per lifetime Network/Non-Network combined with orthodontia
<b>Orthodontia</b>		
Orthodontia Participant Coverage	Coverage available for Child and adult	Coverage available for Child and adult
Orthodontia covered services	Initial banding Active treatment after initial banding Retention visit and removable Appliance therapy	Initial banding Active treatment after initial banding Retention visit and removable Appliance therapy
Plan coverage	0% Coinsurance	0% of Reasonable and Customary charge
Orthodontia Maximum Service Limits	Maximum reimbursement: \$1,500 per individual per lifetime Network/Non-Network combined with orthodontia	Maximum reimbursement: \$1,500 per individual per lifetime Network/Non-Network combined with orthodontia

### Your Program Coverage Overview

The Program offers Benefits to help you pay the cost of dental services for you and your Eligible Dependents.

This section of the SPD includes further details about your Program Benefits. It is important you read these sections of this SPD to receive the maximum Benefits from the Program. As you read the details of the Program, it is important to keep the following in mind:

- The Benefits at a Glance table only provides a high-level summary of your Benefits. To best understand the full extent of covered services and any limitations or exclusions applicable to your Benefits, see the “What Is Covered” and “Limitations and Exclusions” sections.
- You and the Program share the cost of most covered services. See the “Cost Sharing” section for information on how you and the Program share in this responsibility. The following are exceptions to the general cost-sharing provisions contained in this section of the SPD:
  - Generally, services are not considered a covered dental service unless they are determined to be Medically Necessary and the care is provided by a licensed Dentist. See the “Limitations on Benefit Payments” section for more information.

**IMPORTANT:** The Benefits Administrator determines whether a service is covered and what Benefits the Program will pay, based on the terms of the Program. No other person has the authority to make any statement, decision or representation regarding coverage under this Program. See the “Plan Administration” section for information.

## COST SHARING

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### KEY POINTS

- *You and the Company share in the cost of Benefits provided under the Program.*
- *Cost sharing may be in the form of an Annual Deductible, Coinsurance, an Annual Maximum, a Lifetime Maximum, Allowable Charge or other provisions.*

### Cost Sharing

You and the Program share in the cost of your care. You should be aware of how the cost share provisions affect your Benefits.

This section describes cost-sharing features that are built into the Program. See the “Benefits at a Glance” table for specific amounts.

#### ***Annual Deductible***

The Annual Deductible is the amount that you (and your covered family members) pay each year for Allowable Charges before the Program begins to pay Benefits for Type B covered services.

See the “Benefits at a Glance” table for Annual Deductible amounts and information on what services are subject to the Annual Deductible.

#### ***Coinsurance***

Coinsurance is the percentage of Allowable Charges you pay for covered services. If a covered dental service is subject to the Annual Deductible, you will be responsible for paying 100 percent of the cost of the service until after you meet your Annual Deductible.

The Coinsurance percentage varies depending on the covered dental service. For covered services that are subject to a Network requirement, the Coinsurance percentage also varies, depending on whether or not you use a Network Provider.

If you use a Provider who charges more than the Allowable Charge for a covered dental service, you also will be responsible for any charges in excess of the Allowable Charge. See the Benefits at a Glance table for specific Coinsurance amounts that apply to you.

#### ***Annual Maximum***

The Annual Maximum limits the amount the Program pays for covered services each year. Once your payments for covered services reach the Annual Maximum, the Program will no longer pay Benefits for the remainder of that calendar year. See the “Impact of a Midyear Change in Coverage on the Annual Deductible and Annual Maximum” section for more information.

Annual Maximum Benefits are shown in the “Benefits at a Glance” table.

**Allowable Charges for Eligible Expenses**

The Program Benefits payable for an Eligible Expense are limited to the Allowable Charge determined by the Benefits Administrator. Benefits are not paid for amounts billed for a covered dental service that are above the Allowable Charge.

The Benefits Administrator determines Allowable Charges for Eligible Expenses based on the type of Provider (Network or Non-Network).

The following table indicates the basis used by the Benefits Administrator to determine the Allowable Charge for Eligible Expenses. For example, if the Eligible Expense is for a covered dental service provided by a Network Provider, the Allowable Charge will be the Negotiated Rate determined by the Benefits Administrator.

<b>If this Program Is Primary</b>	
<b>Network Providers</b>	<b>Non-Network Providers</b>
Allowable Charge or Negotiated Rate	The Maximum Non-Network Reimbursement Program (MNRP) amount, which is the fee negotiated with the Provider, if applicable. Otherwise, the MNRP is based on Reasonable and Customary charges or a fee schedule that the Benefits Administrator develops.
<b>If Another Coverage is Primary</b>	
See the "Coordination of Benefits" section for more information.	

**Benefit Maximums**

A Benefit Maximum is a limit on how much the Program will pay for a covered dental service over a specified period. For example, the Program may include an Annual Maximum or lifetime Benefit Maximum on specific covered services.

Benefit maximums are shown in your "Benefits at a Glance" table.

## 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.*
- *Coverage for an eligible Spouse/Partner or Child will end as of the last day of the month, when the Spouse/Partner or Child no longer meets the requirements to be eligible under the Program.*
- *Under certain circumstances, coverage will be continued for a disabled former Employee and your Disabled Child(ren).*
- *You and your eligible Spouse/Partner and Child(ren) may be able to continue coverage under COBRA in certain circumstances. In some circumstances, continued coverage may be provided after your death for some period of time.*

### 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 the Company stops.
- The last day of the month in which you stop being an Eligible Employee.
- The date you die.
- Your Company is no longer a Participating Company.
- The last day of a period for which contributions for the Cost of Coverage have been made in full, if the contributions for the next period are not made in full when due.
- The day the Program ends.

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

The remainder of this section describes certain other situations where continued coverage may be available for you and/or your covered dependents.

### For Covered Spouse/Partner and Child(ren)

Coverage for your Spouse/Partner, and/or your Child(ren), stops when one of the following occurs:

- Your coverage stops.
- The last day of a period for which contributions for the Cost of Coverage have been made in full if the contributions for the next period are not made in full when due.

Coverage for a Spouse/Partner or Child(ren) will stop sooner if one of the following occurs:

- The individual becomes covered as an Employee of the Company under this Program.
- The individual is no longer eligible as defined in the section called “Eligible Dependents.” (Coverage stops on the last day of the month in which the individual is no longer eligible.) See the “Extension of Coverage – COBRA” and “Surviving Dependent Coverage” sections for information about what rights you or your dependents may have to continue coverage.

See the “Extension of Coverage – COBRA” and “Surviving Dependent Coverage” sections for information about what rights you or your dependents may have to continue coverage.

A mentally or physically incapacitated Child’s dental Benefit coverage under the Program will not stop due to age. It will continue as long as your dependent’s coverage under the Program continues and the Child continues to meet the conditions described in the sections entitled “Eligible Dependents” and “Certification of Disabled Dependents.”

### **If You Are Laid Off from Active Employment**

If you terminate employment due to a force adjustment or layoff, continued Company contributions to your coverage may be available for a limited period (as long as you continue to pay any applicable contribution) in accordance with the layoff provisions of your Company’s collective bargaining agreement. You should refer to your collective bargaining agreement to determine the layoff benefits and what options are available for extended coverage. You may also contact the Frontier Benefits Service Center for assistance with questions.

### **If You Are Retiring from the Company**

If you are retiring from the Company, you may be eligible for Post-Employment Benefits under this Program or a program for Eligible Former Employees (Retirees) for your job classification. The eligibility requirements for Post-Employment Benefits are set forth in the Summary Plan Description (SPD) of the program or programs available to your job classification. Contact the Frontier Benefits Service Center to request a copy of the applicable SPD. You also may be eligible to elect continuation coverage under COBRA in lieu of the benefits available for Eligible Former Employees.

### **If Your Active Employment Ends By Reason of Disability**

If you are disabled, you may be eligible to continue your (and your Eligible Dependents’) coverage under this Program or a program for Eligible Former Employees, based on the terms of your Collective Bargaining Agreement.

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

If you have a surviving Spouse/Partner and/or Child(ren) 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” and “Surviving Dependent Coverage” sections for information about what rights you or your dependents may have to continue coverage.

In addition, your surviving dependents may be able to obtain continued coverage under the Program for a limited period on the same basis as during your active employment or may

be able to continue coverage at their own expense for a period longer than the maximum COBRA coverage period. See the “Surviving Dependent Coverage” section for more information about these rights to Company Extended Coverage.

### **Extension of Benefits When Coverage Ends**

Even after your coverage ends, the Program will pay the Scheduled Amounts for the following items:

- Prosthetic devices such as Dentures or Fixed Bridgework, if the Dentist took the Impressions and prepared the Abutment teeth while the patient was covered, and installs the device within three calendar months after coverage ends.
- A Crown, if the Dentist prepared the tooth while the patient was covered and installs the Crown within three calendar months after coverage ends.
- Root Canal Therapy, if the Dentist opened the tooth while the patient was covered and completes the treatment within three calendar months after coverage ends.

See “How the Plan Works” for additional information on what the Program reimburses for Covered Expenses.

### ***Surviving Dependent Coverage***

If you are enrolled in the Program as of your date of death, dental coverage for your enrolled dependents will continue through the end of the month and continued coverage under Company Extended Coverage (CEC) will be available after that, under the same terms that would have applied if you remained alive, subject to their continued eligibility and payment of required contributions. Company contributions toward the Cost of Coverage will be available for up to six months for your surviving Spouse/Partner and other dependents who are enrolled under CEC. See the “Surviving Dependents” subsection in the “Contribution” section for more information on surviving dependent contributions.

At the end of the Company-subsidized CEC period described above, a surviving Spouse/Partner may continue Program coverage for himself or herself and any enrolled dependents, subject to payment of required contributions and continued dependent eligibility. Surviving dependent coverage under CEC will terminate for all covered survivors at the end of the month in which the surviving Spouse/Partner:

- Fails to make the required contributions.
- Drops the coverage.
- Dies.
- Marries or forms a legally recognized partnership.

If surviving dependent CEC terminates for any of these reasons, continuation of coverage under these provisions, including the Company subsidy toward the Cost of Coverage, cannot be reinstated.

The following additional conditions apply to this extended coverage:

- Surviving dependent CEC is not available if you die while receiving long-term disability benefits.
- Surviving Spouses, Partners or Child(ren) cannot add new dependents during this CEC period.

In the event of your death, COBRA continuation coverage may be available for your surviving enrolled dependents, whether or not they are eligible to continue coverage under CEC. See the “COBRA Continuation Coverage” section for more information on COBRA continuation coverage. If COBRA continuation coverage is available, CEC runs concurrently with it. Your Eligible Dependents will be enrolled in CEC and COBRA to avoid loss in coverage. COBRA and/or CEC can be dropped at any time; however, once coverage is dropped, eligibility will not be reinstated. Any Company contributions that are available under CEC will reduce the cost of COBRA for the first 12 months of the COBRA continuation period. After the Company contributions under CEC end, contributions for your Spouse/Partner and other dependents for the remainder of the applicable COBRA period will be 100 percent of the Cost of Coverage. See the “Surviving Dependents” subsection of the “Contributions” section for more information on surviving dependent contributions.

During the period that CEC and COBRA are running concurrently, CEC and COBRA rules will be integrated and the more generous rule regarding coverage will apply. As a result, COBRA rules permitting the addition of certain dependents will apply and COBRA rules providing for the termination of eligibility when an Eligible Dependent enrolls in alternative coverage, will not apply during this period.

**IMPORTANT:** To report a death, call the Frontier Benefits Service Center. Please have information regarding the deceased available when you call, such as name and Social Security number.

## **WHAT HAPPENS WHEN YOU TERMINATE EMPLOYMENT**

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Active Program coverage for you and your enrolled dependents will continue through the end of the month in which your employment terminates. If you are eligible for Post-Employment Benefits as an Eligible Former Employee, your coverage will automatically be converted the first day of the following month. You may have different monthly required contributions when you retire.

The Frontier Benefits Service Center will send you information regarding your Eligible Former Employee dental coverage options and any required monthly contribution, if applicable. Contact the Frontier Benefits Service Center if you do not receive this statement and/or if you would like to make any changes to your coverage.

As an alternative to Post-Employment Benefits, you may elect to continue your dental coverage under COBRA, as provided by federal law. When you retire, the Frontier Benefits Service Center will send you a COBRA enrollment notice. Eligibility for COBRA does not change your (and/or your enrolled dependent's) eligibility for Post-Employment Benefits. However, if you elect to continue dental coverage under COBRA, any Eligible Former Employee dental coverage will be canceled. Upon termination of COBRA coverage, you will be allowed to enroll in Post-Employment Benefits, if eligible. See the "Extension of Coverage – COBRA" section for additional information on COBRA.

## DENTAL BENEFITS

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### KEY POINTS

- *The overview provides you with key concepts to understand your dental Benefits.*
- *The Benefits at a Glance table gives you a broad overview of your dental coverage.*

### Overview

- ***This section describes dental Benefits.*** *Topics in this section include what is covered and excluded, cost-sharing provisions, Provider Networks and predetermination of benefits requirements. To take advantage of the Benefits noted in this section, you must be enrolled in the Program at the time you receive covered services. Also, you (or your Provider) must file a timely Claim for Benefits. See the “Claim Filing Limits” section for deadline information. Here is an overview of this section:*
- ***Network vs. Outside Network Area Coverage.*** *If your home ZIP code falls in the Network Area, you generally are assigned Network coverage. If your home ZIP code does not fall in the Network Area, you are assigned Outside Network Area (ONA) coverage, although you may elect Network coverage.*
- ***Network vs. Non-Network Providers.*** *Even when you are enrolled in Network coverage, you are not required to use Network Providers. However, you generally pay more if you use Non-Network Providers, except for emergency services. Note: Emergency services are paid at the same level regardless of the Provider’s Network status.*
- ***Allowable Charge.*** *Network Providers accept the amount that they agree on with the Benefits Administrator (referred to as the Allowable Charge) as payment for services. Non-Network Providers may charge more. Amounts above the Allowable Charge are not eligible Program expenses (referred to as Eligible Expenses) and do not count toward the Annual Deductible or Annual Maximum. See the “Cost Sharing” section for more information.*
- ***Annual Deductible.*** *You must meet an Annual Deductible before the Program begins to pay Benefits. Note: Deductibles start over each year.*
- ***Coinsurance.*** *After you meet the Annual Deductible, you and the Company share the cost of covered services in the form of Coinsurance.*
- ***Predetermination of Benefits.*** *For services costing more than \$200 the Benefits Administrator recommends that you request a Predetermination of Benefits (or pretreatment estimate) before receiving care. See the “Predetermination of Benefits” section for more information.*

### How the Plan Works

The Program provides coverage for dental care services for you and your Eligible Dependents through a dental Preferred Provider Organization (PPO) Option with Network and Non-Network Providers.

You and your Eligible Dependents must all be enrolled under the same option.

Benefits under the Program are subject to certain provisions and limitations, Annual and Lifetime Maximum Benefits, frequency limitations and examples of Coinsurance amounts for covered expenses under the PPO Option. A complete List of Dental Services and a List of Orthodontic Procedures may be obtained from the Benefits Administrator upon request.

### **If You Elect the Preferred Provider Organization Option**

With the PPO Option, you have access to a Network of Providers who have agreed to provide services at reduced fees. Under this option, you may also seek care from any Non-Network Provider of your choice, but your Benefits will be paid at Non-Network levels.

#### ***Network Providers***

When you receive services from a Network Provider, the PPO Option pays:

- 100 percent of the PPO contracted fee for certain preventive and Diagnostic Services (Type A Services) without requiring payment of the Annual Deductible.
- Coinsurance for basic and major restorative services (Type B Services) provided the Annual Deductible has been satisfied.

Benefits under the PPO Option for each Covered Person are capped annually by the Annual Maximum Benefits. The Program will not pay Benefits in excess of this amount for services provided to a Covered Person in a Plan Year.

#### ***What You Need to Know About Providers***

The Benefits Administrators or their affiliates arrange for Providers to participate in a Network.

The Benefits Administrator negotiates rates with Providers who have agreed to join the Network administered by the Benefits Administrator. Each Provider who joins the Network goes through a process to confirm information about his or her licenses and other credentials. This process confirms that Network Providers meet certain standards established by the Program or the Benefits Administrator. However, this credentialing process does not assure the quality of the services provided.

A list of Network Providers is available online at the applicable Benefits Administrator's website. You must verify your Provider's Network status before you receive care, even when you are referred by another Network Provider. At any time, a Provider's status may change as Providers may drop out of or join the Network throughout the year. Network Providers also may not be accepting new patients. If a Provider leaves the Network or is not available to you, you must choose another Network Provider to receive Network level of Benefits. You can verify the Provider's status by contacting your Benefits Administrator. See the "Contact Information" section for Benefits Administrator contact information.

Do not assume that a Network Provider's agreement includes all covered services at Negotiated Rates. Some Network Providers contract to provide only certain covered services. Contact your Benefits Administrator for information about the type of covered services offered by a Network Provider.

Providers do not determine your Program Benefits and are not qualified or authorized to advise you about Eligible Expenses. Network Providers are independent Dentists. They are not Employees of the Company or the Benefits Administrator.

### ***How Network Areas Are Determined***

Whether you live in a Network Area can be a significant factor in determining your Benefits payable under the Program. Network Areas are determined based on ZIP code. Your home ZIP code listed on Company records is used to determine your level of coverage.

You are considered to be in a Network Area and assigned Network coverage if:

- You live in a PPO service area.
- Your home ZIP code is within 30 miles of a Network Provider.

If your home ZIP code is not in a Network Area, you are assigned an Outside Network Area (ONA) level of coverage. If you are assigned ONA coverage, you may elect Network coverage. See the "Outside Network Area (ONA) Option" section for more information.

### ***Network Benefits***

Each time you need care, you choose which Provider to use. Generally, the choice you make affects the level of Benefits you receive and any Benefit limitations that may apply.

You are eligible for the Network level of Benefits under the Program when you receive covered services from Providers who have contracted with the Benefits Administrator to provide services in the Network.

Generally, when you receive covered services from a Network Provider, you pay less than you would if you receive the same care from a Non-Network Provider.

In addition, when you use a Network Provider, the Network Provider will generally file your Claims.

### ***Non-Network Providers***

If specific covered services are not available from a Network Provider, you may be eligible for the Network level of Benefits when those Services are received from a Non-Network Provider. In this situation, you or your Network Provider must notify your Benefits Administrator, who will work with you and your Network Provider to coordinate care through a Non-Network Provider. However, the PPO Option pays Benefits only up to the Reasonable and Customary (R&C) charge. This means that if the Non-Network Provider charges more than what the Benefits Administrator determines to be R&C, you are responsible for paying the difference between the R&C charge and the Non-Network Provider's billed charge.

### **Non-Network Coverage**

When you are enrolled in Network coverage and you receive care from a Non-Network Provider, you will generally pay more out of pocket than if you received care from a Network Provider. This is because the Program only shares the cost for covered services up to the Reasonable and Customary charge determined by the Benefits Administrator. When you use a Network Provider, you are not responsible for charges in excess of the Allowable

Charge. However, when you receive Non-Network Services, you must pay any amount above the Reasonable and Customary charge. This amount will not count toward your Annual Deductible. You may want to ask your Non-Network Provider how much will be billed charges for a service before you receive care.

For certain types of care, different provisions may apply. See the “Benefits at a Glance” table for more information.

If you must receive care outside of the Network, exceptions to Non-Network cost sharing apply. For more information, contact your Benefits Administrator.

### **Covered Expenses Under the PPO Option**

Examples of Coinsurances and Scheduled Amounts for covered expenses under the PPO Option are described in the Benefits at a Glance table.

If you are currently enrolled in the PPO Option, see the “Benefits at a Glance” table for information regarding the most common covered expenses provided under the PPO Option. A copy of the complete Patient Charge Schedule (PCS) may be obtained from the Benefits Administrator, upon request, and free of charge. See the “Contact Information” section for the Benefits Administrator’s contact information.

### **Choosing Your Providers**

If you are enrolled in a Network level of coverage, you choose whether or not to use a Network Provider each time you need Program Benefits. When you use a Network Provider, you receive the Network level of Benefits and generally pay less out-of-pocket. When you use Non-Network Providers, you receive the Non-Network level of Benefits that may result in more out-of-pocket expenses for you.

See the “How Your Choice of Providers Affects Your Benefits” section for more information.

### **How Your Choice of Providers Affects Your Benefits**

The amount you pay may be affected by whether you use a Network or Non-Network Provider.

- **Network Providers** — Your Benefits Administrator has identified a group of Providers who are “in Network” and have agreed to provide covered services at a Negotiated Rate (or discounted rate). Generally, these Negotiated Rates are lower than what Non-Network Providers would charge. This means you pay less. The Network Provider will generally bill and be reimbursed by the Benefits Administrator.
- **Non-Network Providers** — When you receive covered services from a Non-Network Provider, the Provider’s fees are not subject to Negotiated Rates. The Program only pays up to the amount that the Benefits Administrator determines is the Allowable Charge for a given service in your area. This means that if your doctor charges above this determined Allowable Charge, you may have to pay the remainder. In most cases, you also will have to file a Claim for Benefits with the Benefits Administrator.

**Note:** *In some circumstances, a Negotiated Rate arrangement will apply even when you use a Non-Network Provider. If a Negotiated Rate arrangement between a Provider and the*

*Benefits Administrator or one of its vendors, affiliates or subcontractors applies, the Negotiated Rate will be the Allowable Charge and you will not be responsible for any difference between the amount the Provider bills and the Allowable Charge for Eligible Expenses. This can occur with Non-Network Providers, for example, if the Provider participates in a Network administered by the Benefits Administrator other than the Network utilized by the Program or the Benefits Administrator is able to negotiate an agreed fee for your service.*

**IMPORTANT:** The Benefits Administrator will provide you an Explanation of Benefits (EOB) that identifies the amounts the Benefits Administrator paid on your behalf and amounts that you must pay. Some administrators may refer to this statement by another name, such as personal health statement.

### **Showing Your ID Card**

You will receive an identification (ID) card from your Benefits Administrator after you enroll. Be sure to carry your ID card with you at all times and show it to your Provider when you receive services. Your ID card includes important information about your Program Benefits and lets your Provider know that you are enrolled in the Program and that Negotiated Rates may apply.

### **Predetermination of Benefits**

#### ***PPO Option Process***

A review by the Benefits Administrator of a Provider's planned treatment and expected charges, including those for diagnostic x-rays, is available upon request. This review, referred to as a predetermination of benefits or pretreatment estimate, should be made whenever dental work of at least \$200 is proposed. The information should be sent to the Benefits Administrator before services begin. If there is a major change in the treatment plan, a revised plan should be sent to the Benefits Administrator.

The expenses that will be considered covered expenses will be determined by the Benefits Administrator and are subject to the "Alternate Procedures" section below. When there has not been a predetermination of Benefits, the Benefits Administrator will determine the expenses that will be considered covered expenses at the time the Claim for Benefits is received.

Predetermination of Benefits does not guarantee payment. The estimate of Benefits payable may change based on the Benefits, if any, for which a person qualifies at the time services are completed and the work actually performed. The estimate of Benefits also does not take into consideration the existence of a primary Plan.

See the Benefits Administrator table in the "Contact Information" section for information.

**IMPORTANT:**

- Predetermination of benefits does not mean Benefits are payable. The service for which you are seeking Benefits must be a covered dental service, and you must meet the Program's eligibility requirements and any other Program requirements related to the covered dental service, at the time the covered dental service is provided.
- If another plan is your primary coverage (i.e., the other plan pays benefits before this Program), you do not need to request a Predetermination of Benefits for any Services covered by the other plan, as long as you follow any required Predetermination of Benefits requirements for the other plan.

It is your responsibility to determine whether you or your Provider will complete this process. If you receive services from a Network Provider, in most cases, the Provider will complete the Predetermination of Benefits process for you. If your Provider does not provide this service, or if you are using a Non-Network Provider, you will need to complete the process yourself. Refer to your ID card for the appropriate number to call. Contact information is also located in the "Contact Information" section of this SPD.

## LIMITATIONS ON BENEFIT PAYMENTS

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Your Program covers Medically Necessary covered services as determined by the Benefits Administrator based on the terms of the Program. Care must be provided by a licensed Dentist. Although decisions regarding the Course of Treatment you receive are entirely between you and your Provider, whether or not a service is “Medically Necessary” determines payment as a covered dental service under the Program.

A specific dental service is Medically Necessary if, in the reasonable medical judgment of the Benefits Administrator, the service meets the requirements described in the definition of Medically Necessary below.

### Definition of Medically Necessary

Medically Necessary means the treatment, service or supply must be reasonable and appropriate for preventive care or the diagnosis and treatment of a dental condition and provided based on generally accepted dental practice. To be considered as Medically Necessary, the treatment, service or supply must be reasonable and appropriate and meet the following requirements:

- Be consistent with the symptoms, diagnosis or treatment of the condition present.
- Conform to the commonly accepted standards throughout the medical/dental field.
- Not be used primarily for the convenience of the participant or the Provider of care.
- Not exceed the scope, duration or intensity of that level of care needed to provide safe and appropriate treatment.

Benefit requests that do not meet the criteria listed above will be denied.

See the “Predetermination of Benefits” and “Claims Procedures” sections of this SPD for more information.

**IMPORTANT:** Keep in mind that a Medically Necessary determination does not guarantee that Benefits are available. Benefits are only payable for services that are a covered dental service and not subject to any exclusion or limitation. The Medically Necessary determination does not override the Program’s Benefit provision or the final determination on that Claim for Benefits.

In considering the amount of dental Program Benefits you can receive, the Benefits Administrator will consider the most economical way to treat a particular dental problem.

The dental Program will pay for replacing an existing Crown, Partial Denture, full removable Denture or Fixed Bridgework only if the existing Appliance is at least five years old and cannot be made serviceable. Other limitations may apply and could differ based on the option you elect, such as frequency of services, age restrictions for certain services, etc. See the “Benefits at a Glance” table for specific information on limitations.

You may also contact the Benefits Administrator to answer specific questions regarding your Benefits.

## **ALTERNATE PROCEDURES**

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Often there is more than one way to treat a particular dental problem. For example, either a Crown or a filling could be used to restore a tooth. Also, choices can be made in materials to be used, for example, precious metal or plastic.

The Benefits payable under the Program will be based on the most economical treatment appropriate for the particular dental problem. This determination is made by the Benefits Administrator in its discretion. Obtaining a predetermination of benefits informs you and your Provider what the Benefits Administrator considers the most economical way to treat a particular dental problem and how it will be covered under the Program. If the Benefits Administrator recommends an alternate procedure, the Program will only reimburse you for the cost of the less expensive dental procedure. If you and your Provider decide upon a more costly treatment, you are responsible for the additional charges beyond those approved by the Benefits Administrator.

Contact the Benefits Administrator for additional information or to answer specific questions regarding your Benefits.

## WHAT IS COVERED

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### KEY POINT

- *See this section to determine what dental services are covered by the Program. You may be required to take additional action to receive certain Benefits.*

This section provides detailed information about the kinds of Benefits the Program provides. For specific information about what you pay for these covered services, see the Benefits at a Glance table. To better understand how to use this section and better understand what is covered, here is some important information:

- Covered services are grouped by category and follow the order of the “Benefits at a Glance” table.
- In general, the Program only covers Medically Necessary care.
- Even though a service is included as a covered dental service, certain circumstances can cause the Benefits to be reduced or denied.
- Certain circumstances may result in the Program not providing Benefits for what would generally be a covered dental service. For example, if the Claim for Benefits is filed after the time period for filing Claims has passed. See the “Exclusions and Limitations” section for information.
- The Benefits Administrator may provide an opportunity for Covered Persons to lower their out-of-pocket costs through a specialized Network of health care Providers.

### Covered Services

The following listed services are covered under the Dental Program. See the Benefits at a Glance table for cost sharing information related to each of these covered services.

#### ***Preventive Services***

Preventive Services, including exams and treatments, sometimes called Type A Services are covered under the Program, subject to the limits specified in the “Benefits at a Glance” table include:

- Oral exams.
- Teeth cleanings and polishing.
- Topical Fluoride application.
- Space Maintainers and their adjustment.
- Sealants (permanent molars only).
- X-rays.
- Bitewing.
- Full mouth/panoramic.

- For diagnosis (excluding orthodontia).

### ***Restorative Services***

Restorative services, sometimes called Basic Services or Major Services depending on the option, are covered under the Program, subject to the limits specified in the “Benefits at a Glance” table or the Patient Charge Schedule (PCS) and include:

- Permanent and primary Amalgam (one, two or three surfaces).
- Composite resin anterior (one, two or three surfaces).
- Metallic Inlays (two or three surfaces).
- Pulp cap, direct.
- Crowns (limited to one Crown per tooth every five years), including porcelain, porcelain fused to semiprecious metal, gold full cast, gold 3/4 cast, and stainless steel.
- Bridge Pontics, including cast gold, porcelain fused to semiprecious metal, and plastic processed to semiprecious metal.
- Oral Surgery for the surgical extraction of a) an erupted tooth, b) a tooth with partial bony impaction, and c) a tooth with complete bony impaction.
- Orthodontics, comprehensive full-banded treatment which includes a) preliminary study including x-rays and treatment plan, b) the first month of treatment including Appliances and c) active treatment per month.
- Root Canal Therapy, including one canal for anterior, two canals for Bicuspids, and three canals for molars.
- Periodontics, including gingivectomy – active treatment per Quadrant and osseous surgery (flap entry and closure per Quadrant).
- Prosthodontics – complete Dentures, including care for six months following delivery of a complete upper Denture, a complete lower Denture, an immediate upper Denture or an immediate lower Denture.
- Partial Dentures, including care for six months following delivery of an upper Partial Denture either resin base or metal base with resin saddles (including any conventional clasps, rests and teeth) or lower Partial Dentures either resin base or metal base with resin saddles (including any conventional clasps, rest and teeth).

### **Covered Expenses**

- Examples of Coinsurances and Scheduled Amounts for covered expenses are described in the “Benefits at a Glance” table.
- See the “Benefits at a Glance” table for information regarding the most common covered expenses provided under the Program. A copy of the complete PCS may be obtained from the Benefits Administrator, upon request, and free of charge.

## EXCLUSIONS AND LIMITATIONS

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### KEY POINTS

- *Certain services are never covered by the Program.*
- *Other services are covered only if they are Medically Necessary.*
- *Some services are covered but only in certain circumstances or to a limited extent.*

Some state or local laws may restrict the (1) scope of health care services that a provider may render and/or (2) the scope of health care items that a provider may prescribe or furnish. In such case, this Program will not cover such health care services or health care items. The plan (and each applicable option) does not cover, pay for or reimburse health care services or health care items that are prohibited by state or local law and which are illegally performed, prescribed or furnished in such state or locality.

The Program does not cover certain dental services or expenses. These are called exclusions. All care must be Medically Necessary to be covered. No Benefits will be provided for services that are not Medically Necessary in the judgment of the Benefits Administrator.

This section provides a list of services and expenses that are not covered. "Services" includes all services, treatments and supplies for which Claims are submitted.

Even if not included in the following list, a service would not be covered if it is not a covered expense as described in the "What Is Covered" section. The Program reserves the right to limit or exclude other services and supplies and related charges that are determined to be inappropriate in the sound discretion of the Benefits Administrator under the scope and intent, as well as the terms and conditions, of the Program. If you have questions about whether a service or expense is covered under the Program, contact the Benefits Administrator.

In addition, the Program will not pay for Benefits for any of the services or expenses described in this section, even if either of the following is true:

- It is recommended or prescribed by a Dentist or Provider.
- It is the only available treatment for your condition.

**Exclusions**

<b>Exclusions and Limitations</b>	
General	Charges for broken or canceled appointments
	Charges for completion of Claim forms or filing of Claims
	Work that is payable under workers' compensation or similar laws
	Charges for Type A services above the Reasonable and Customary charge when services are provided by a Non-Network Dentist. Charges for Type B services that are in excess of Reasonable and Customary charges.
	Replacement of teeth removed before coverage is effective with the following two exceptions  (1) The replacement of existing Partial Dentures, full removable Dentures, and Fixed Bridgework is a covered expense if the existing Denture or Bridgework cannot be made serviceable and was installed at least five years before its replacement  (2) The replacement of a Denture or Bridgework because of additional extractions while the individual is covered by the Dental Program
	Services performed free of charge to patients
	Services, supplies and treatment that do not meet the dental practice standards accepted by the American Dental Association or that are not necessary for proper dental care
	Services covered by any other Company health plan in which you participate
	Work done while the individual is not covered under the Dental Program
Appliances/Devices/Supplies	Appliances, Restoration and procedures to alter vertical dimension (that is, the vertical height of the face with the teeth in occlusion or acting as stops)
	Extra sets of Dentures or other Appliances
	Drugs or their administration
	Replacement of lost or stolen Prosthetic Appliances

Procedures/ Treatment	Experimental procedures, as determined by the Benefits Administrator in its sole discretion
	Charges for equipment and services used by your Dentist for infectious disease control
	Educational training programs, dietary instructions or plaque control programs
	Periodontal Splinting
	Services performed for cosmetic reasons
	Implants
	Services rendered by a Dentist or other dental Provider to himself or herself or for services rendered to his or her immediate family, including parents, Spouse and Children
	Prosthetic services for third molars (wisdom teeth)
	Retreatment of Root Canal Therapy
	Diagnostic: cone beam imaging
	Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars
	Periodontics: bite registrations
	Athletic mouth guards
	Personalization or decoration of any dental device or dental work

Some state or local laws may restrict the (1) scope of health care services that a Physician may render and/or (2) the scope of health care items that a Physician may prescribe or furnish. In such case, the Medical Option will not cover such health care services or health care items. The Plan (and each applicable Medical Option) does not cover, pay for or reimburse health care services or health care items that are prohibited by state or local law and which are illegally performed, prescribed or furnished in such state or locality.

## CLAIMS AND APPEALS PROCEDURES

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### KEY POINTS

- *Two types of Claims may be made and appealed under the Program: Claims for Eligibility and Claims for Benefits.*
- *You must exhaust all Appeal processes offered by the Program before filing a lawsuit.*

You, your covered dependents or duly authorized persons have the right under ERISA and the Plan (including the Program) to file a written Claim for Eligibility or Claim for Benefits under the Program.

The following sections describe the procedures used by the Program to process a Claim for Eligibility or a Claim for Benefits, along with your rights and responsibilities. These procedures were designed to comply with the rules of the United States Department of Labor (DOL) concerning a Claim for Eligibility or Claim for Benefits. 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 eligibility or Benefits under the Program.

Before filing any claim or action in court or in another tribunal with respect to the Plan, you must first fully exhaust all of your actual or potential rights under the claims procedures by filing an initial claim and then seeking a timely appeal of any denial. This relates to claims for benefits under the Plan and to any other issue, matter, or dispute with respect to the Plan (including any Plan eligibility, interpretation or amendment issue). This exhaustion requirement applies even if the Plan Administrator has not previously defined or established specific claims procedures that directly apply to the submission and consideration of a particular issue, matter or dispute.

**IMPORTANT:** All of the facts and circumstances of your case will be thoroughly reviewed. If you have completed all of the Claims and Appeals procedures explained in the following sections and your Appeal is denied, you have the right to file suit in federal court if you are denied eligibility to participate or if you are denied Benefits under the Program.

## CLAIMS FOR ELIGIBILITY

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### KEY POINTS

- *If your or your dependent's enrollment in the Program is denied, you may file a written Claim for Eligibility with the Frontier Benefits Service Center.*
- *If your Claim for Eligibility is denied, you may appeal the decision within 180 days of receipt of the denial notice.*

### When to File a Claim for Eligibility

If you or your dependents attempt to enroll or participate in the Program and are told you or your dependent is not eligible to enroll or participate in the Program, you may call the Frontier Benefits Service Center to attempt to resolve the issue. If the issue is not resolved to your satisfaction, you may file a written Claim for Eligibility.

**IMPORTANT:** The Frontier Benefits Service Center should only be contacted for denials related to enrollment or participation in the Program. For Benefit-related situations, you will need to contact the Benefits Administrator. Please see the "Claims for Benefits" section for the Claim for Benefits process.

You are responsible for initiating the Claim for Eligibility process. The Claim for Eligibility 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 for Eligibility, you must submit your written Claim for Eligibility, along with any documentation that supports your Claim for Eligibility, to the Frontier Benefits Service Center at the address listed in the "Contact Information" section. To submit a Claim for Eligibility you must file a completed Claim, along with any supporting documentation, with the Frontier Benefits Service Center.

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

If the Frontier Benefits Service Center requires additional information from you in order to determine your Claim for Eligibility, you will receive notification and you will have 45 days from the date you receive the notification to provide the information. The Frontier Benefits Service Center's decision time period will be suspended until you provide the requested information, up to 45 days.

Once the information is received, the Frontier Benefits Service Center will decide your Claim 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 for Eligibility will be determined based on the available information, but you may appeal this decision.

The following table summarizes the Program's Claim for Eligibility decision time frame:

Activity		Number of Days Allowed
Frontier Benefits Service Center decides on Claim	30 days	From the date the Frontier Benefits Service Center receives your initial Claim for Eligibility
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 days	From the date you receive notice from the Frontier Benefits Service Center stating that additional information is needed

### What Happens If Your Claim for Eligibility Is Denied

Your Claim for Eligibility is denied when the Frontier Benefits Service Center sends written notice that denies your Claim for Eligibility in whole or in part 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 for Eligibility acceptable and the reason the information is needed.
- A description of the Program's Appeal procedures.
- 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 for Eligibility

If your Claim for Eligibility 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 submit an Appeal of a denied Claim for Eligibility, 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 for Eligibility, such as any internal rule, guideline, protocol or other similar criterion relied on in denying your Claim for Eligibility.
- Reasonable access to and copies of all documents, records and other information relevant to your Claim for Eligibility.

### Internal Appeals Process

Individuals, who were not involved in the initial decision to deny your Claim for Eligibility, will review and decide your Appeal. In the review of your Appeal, the Plan Administrator 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 extend this period once (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 for Eligibility	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 Plan Administrator determines special circumstances require more time	Up to 60 days	After the initial 60-day period

## CLAIMS FOR BENEFITS

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### KEY POINTS

- *A Claim for Benefits is the initial request that is made to the Benefits Administrator by your Provider or by you to receive Benefits under the Program.*
- *You must file your request for payment of Benefits within the time period specified.*
- *Pre-Service and Post-Service Claims are the two different types of Claims for Benefits with different Claims procedures. If all or part of your Claim for Benefits is denied, you can appeal the decision. You must file your Appeal within the time limit.*

This section explains how to file a Claim for Benefits and how to file an Appeal if your Claim for Benefits is denied.

### How to File a Claim for Benefits

You, your covered dependents or an authorized representative have the right under ERISA and the Plan (including the Program) to file a written Claim for Benefits. A Claim for Benefits is the initial request that is made to the Benefits Administrator for Benefits under the Program.

An enrollment or eligibility request is not considered a Claim for Benefits. This is considered a Claim for Eligibility. Please see the “Claims for Eligibility” section for more information. But, if your Claim for Benefits is denied on the basis that you are not eligible to participate in the Program, it may be a Claim for Benefits.

Generally, when you use Network Providers, you do not need to file Claims for a follow-up visit resulting from a routine examination as described in the “What Is Covered” section. Instead, in most cases, the Program will allow the Network Provider to file a claim on your behalf. You will be notified if the Program will not accept a Claim filed by a Network Provider on your behalf. The Provider will collect any part of the cost of the services and supplies that will not be covered by the Program from you at the time of service or bill you for any amount not paid by the Program. You will receive an explanation of benefits (EOB) showing charges and Benefits paid.

If you use a PPO/ONA Non-Network Provider when you need dental care, you must file a Claim for Benefits for covered services or supplies provided under the Program. The Provider will collect payment from you at the time of service or bill you. Claims for Benefits for expenses incurred using a Non-Network Provider must be submitted to the Benefits Administrator using the Benefits Administrator’s Claim form. The Benefits Administrator will reimburse you for covered services or supplies and will send you an EOB. You can request a claim form by contacting the Benefits Administrator. You can also download a claim form from the Benefits Administrator’s website. See the Benefits Administrator for the Program table in the “Contact Information” section for contact information.

The following describes the procedures the Program uses to process Claims for Benefits, along with your rights and responsibilities. These Claims for Benefits procedures comply with the rules of the Department of Labor (DOL). It is important that you follow these

procedures to make sure that you receive full Program Benefits. This section provides you with information about how and when to file a Claim for Benefits.

### ***Claim Filing Limits***

Your Claim for Benefits must be submitted no later than 90 days after the end of the calendar year after the year in which you receive the service or supply.

If the Program allows a Non-Network Provider to submit a Claim for Benefits on your behalf, you are responsible for the timeliness of the Claim for Benefits and these timing requirements still apply. If a Claim for Benefits is not filed within this time period, Benefits will be denied or reduced at the Benefits Administrator's discretion.

You may be eligible for reimbursement through your Health Care Flexible Spending Account (FSA) for expenses not covered by the Program. For more information, refer to the separate SPD for reimbursement accounts.

In no case will a Claim for Benefits be paid if filed more than 90 days after the end of the Plan Year during which the date of the service or the purchase of the supply occurred.

When you submit a Claim for Benefits, be sure to provide all the information requested on the Claim form and include the Provider's itemized bill. Keep a copy of the Claim form and itemized bill for your records.

The Benefits Administrator may ask for additional information to support your Claim for Benefits. If so, you will receive this request in writing.

### ***Payment of Benefits***

The Benefits Administrators are responsible for administration of a Claim for Benefits. The Benefits Administrator will make a determination of the Program's applicability to your Claim for Benefits. See the Benefits Administrator table in the "Contact Information" section for information about Claim forms and procedures.

The Benefits Administrator will make a Benefit determination as set forth in the "Benefit Determinations" section. Once a Claim for Benefits is approved, Benefits will be paid directly to you. Subject to the Program's anti-assignment rules discussed below, the Benefits Administrator may also elect to pay your Provider. The Benefits Administrator will not reimburse third parties who have purchased or been assigned Benefits by Providers.

### **Time Period for Initial Determinations on Claims for Benefits**

Notification of an Adverse Benefit Determination on an initial Claim for Benefits will be made within 30 days of the Benefits Administrator's receipt of the Claim for Benefits. Notification may be in the form of an Explanation of Benefits (EOB).

In the event the Claimant fails to provide sufficient information for the Benefits Administrator to make a decision on the Claim for Benefits:

- The extension notice to the Claimant will describe the specific information that is needed to enable the Benefits Administrator to make a decision on the Claim for Benefits;

- The Claimant will have 45 days after the receipt of the extension notice to provide the Benefits Administrator with the specified information; and
- The 45-day period of time for the Benefits Administrator to make a Benefit determination on the Claim for Benefits will be tolled from the date on which notification of the extension is sent to the Claimant until the date the requested information is received by the Benefits Administrator.

***What Happens If Your Claim for Benefits Is Denied***

If your Claim for Benefits is denied in whole or in part, it is an Adverse Benefit Determination. An Adverse Benefit Determination is any denial, reduction or termination of a Benefit, or a failure to provide or make a payment (in whole or in part) for a Benefit, including any based on your eligibility to participate in the Program, a determination that the service is not a Benefit under the Program, a Network exclusion or other limitation on Benefits under the Program, or not Medically Necessary or appropriate. You have the right to appeal any Adverse Benefit Determination of the Claim under the procedures described below.

If your Claim for Benefits is denied in whole or in part, the Benefits Administrator will provide you with written or electronic notification of the Adverse Benefit Determination, which may be in the form of an Explanation of Benefits (EOB). The notification will include all of the following:

- 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, an explanation of the scientific or clinical judgment for the determination, applying the Program’s terms to your medical circumstances or a statement that this explanation will be provided free of charge upon request.
- If applicable, a description of any additional information needed to make your Claim for Benefits acceptable and the reason the information is needed.
- A description of the Program’s Appeal procedures.
- 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 an Adverse Benefit Determination on a Claim for Benefits**

You have the right to appeal any Adverse Benefit Determination under the procedures described below. Your Appeal must be submitted to the Benefits Administrator within 180 days following receipt of the notice of the denial of your Claim for Benefits or the date your Claim for Benefits is deemed denied. This is referred to as a First Level Appeal.

You or your authorized representative can Appeal the denied Claim for Benefits within the time limits set forth in this section for the applicable type of Claim. If you wish to appeal a denied Claim, you must contact the Benefits Administrator in writing to appeal.

**IMPORTANT:** If your Claim for Benefits is denied on the basis of eligibility to enroll or participate in the Program, you should follow these procedures; however, your Appeal must be filed with the Frontier Benefits Service Center. (See the *Frontier Benefits Service Center* table in the “Contact Information” section.)

The Appeal will take into account all comments, documents, records and other information you submit relating to the Claim for Benefits, without regard to whether such information was submitted or considered in the initial Benefit determination. If you wish, you or your authorized representative may review the appropriate Plan documents and submit written information supporting your Claim for Benefits to the Benefits Administrator.

If the Program fails to meet the time requirements for your Claim for Benefits, your Claim for Benefits is deemed denied and you may begin an Appeal. If the Program fails to meet the time requirements for your Appeal of an Adverse Benefit Determination, your Appeal is deemed denied and you may pursue your Claim for Benefits in a civil action under ERISA.

You have the right to, upon request and free of charge, reasonable access to and copies of all documents, records or other information relevant to your Claim for Benefits. You must make this request in writing. You will be able to review your file and present information as part of the Appeal.

#### ***How to File an Appeal for Benefits***

You can file a written Appeal if your Claim is denied (in whole or in part). To file an Appeal, you must send a written summary to the Benefits Administrator with the following information:

- Your name
- Patient’s name and patient’s identification number from his or her dental ID card
- Dates of service
- Provider’s name
- A summary of the issue, including the reason you believe the Claim for Benefits should be paid
- All relevant documents, such as letters, Explanation of Benefits (EOBs) and statements. See the Benefits Administrator table in the “Contact Information” section for more information.

The Benefits Administrator will decide your Appeal based on whether the Program provides Benefits for the proposed treatment or procedure and the amount of such Benefits. You and your Provider decide the appropriateness and necessity of pending dental services.

If the Adverse Benefit Determination was based on ineligibility to enroll or participate, the first-level Appeal will be reviewed by the Frontier Benefits Service Center and the second-level Appeal will be reviewed by the Plan Administrator. See the “How to Appeal a Denied Claim for Eligibility” above.

The Benefits Administrator or Frontier Benefits Service Center, as applicable, will make a decision on the first-level Appeal of an Adverse Benefit Determination within 30 days after receipt of the Appeal.

If an Adverse Benefit Determination is made by the Benefits Administrator or Frontier Benefits Service Center, as applicable, on the first-level Appeal and the Claimant is not satisfied with that decision, the Claimant has the right to request a second-level Appeal from the Benefits Administrator or the Plan Administrator, as applicable. The Claimant’s request for a second-level Appeal:

- Must be made in writing within 180 days after the Claimant receives notification of the Adverse Benefit Determination on the first-level appeal; and
- Must state, as clearly and specifically as possible, all issues that relate to the Claim for Benefits which is the subject of the appeal and all reasons why the Claimant believes the Adverse Benefit Determination on the first-level appeal is incorrect.

The second-level Appeal of an Adverse Benefit Determination (excluding an Adverse Benefit Determination based on ineligibility to enroll or participate) should be submitted to the Benefits Administrator at the address stated previously in this section. A second-level Appeal of an Adverse Benefit Determination based on ineligibility to enroll or participate should be submitted to the Plan Administrator through the Frontier Benefits Service Center.

The Benefits Administrator will make a decision on the second-level Appeal of an Adverse Benefit Determination within 30 days after receipt of the request for review of the first-level Appeal decision.

The Benefits Administrator will review the first-level and second-level Appeals of an Adverse Benefit Determination, unless the Adverse Benefit Determination was based on your or your dependent’s ineligibility to enroll or participate in the Program.

### **Decisions on Appeals Involving Claims for Benefits**

The decision after each level of the appeal of an Adverse Benefit Determination on a Claim for Benefits will be communicated in writing to the Claimant. In the event that an Adverse Benefit Determination is made on the appeal, the Benefits Administrator, Frontier Benefits Service Center or the Plan Administrator, as applicable, will provide written notification to the Claimant which will include all of the following:

- Specific reasons for the denial.
- Specific reference to the Program provisions upon which the Adverse Benefit Determination 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, an explanation of the scientific or clinical judgment for the determination, applying the Program's terms to your medical circumstances or a statement that this explanation will be provided free of charge upon request.
- A statement of your right to file a civil action under ERISA after you have exhausted all opportunities to appeal under the Program.

A qualified individual who was not involved in the decision to deny your initial claim or to review your first appeal will be appointed to decide the appeal. If your appeal is related to clinical matters, the review will be done in consultation with a health care professional with appropriate expertise in the field and who was not involved in the initial determination. The Benefits Administrator may consult with, or seek the participation of, dental experts as part of the appeal resolution process.

When you file your claim or appeal, you consent to this referral and the sharing of pertinent vision claim information.

### **Scope of Review — Claims for Benefits**

Except for appeals based on ineligibility to enroll or participate in the Program, an Appeal of an Adverse Benefit Determination:

- Will take into account all comments, documents, records and other information you submit relating to the Claim for Benefits, without regard to whether such information was submitted or considered in the initial Benefit determination. If you wish, you or your authorized representative may review the appropriate Plan documents and submit written information supporting your Claim for Benefits to the Benefits Administrator or Plan Administrator.
- Follow reasonable procedures to verify that its Benefit determination is made in accordance with the applicable Program documents.
- Follow reasonable procedures to ensure that the applicable Program provisions are applied to the Claimant in a manner consistent with how such provisions have been applied to other similarly situated Claimants.

The Benefits Administrator shall serve as the final reviewer under the Program for all Claims for Benefit except those that have been denied based on ineligibility to enroll or participate in the Program. The Plan Administrator shall serve as the final review committee under the Program for all Claims for Benefits that have been denied based on eligibility to enroll or participate in the Program. In their respective capacities, the Benefits Administrator and the Plan Administrator shall have sole and complete discretionary authority to determine conclusively for all parties and, in accordance with the terms of the documents or instruments governing the Program:

- Any and all questions arising from the administration of the Program and interpretation of all Program provisions.

- All relevant facts.
- The construction of all terms of the Program.

The Benefits Administrator shall also have sole and complete discretionary authority to determine (i) all questions relating to eligibility for Benefits and (ii) the amount and type of Benefits to be provided to any Eligible Employee or covered Eligible Dependent. The Plan Administrator shall also have sole and complete discretionary authority to determine all questions relating to eligibility for enrollment and participation of Employees and their dependents. Decisions on Appeals of Adverse Benefit Determinations shall be conclusive and binding on all parties and not subject to further review.

In any case, as an Employee/Eligible Former Employee or Eligible Dependent covered under the Program, you may have further rights under the Employee Retirement Income Security Act of 1974, as amended (ERISA). See the “ERISA Rights of Participants” section.

A Claimant must pursue all the Claim and appeal rights described above before seeking any other legal recourse regarding Claims for Benefits.

**IMPORTANT:** You may have additional rights available to you under ERISA, including the right to file a lawsuit in federal court. See “ERISA Rights of Participants and Beneficiaries” for more information.

### **Exhaustion of Administrative Remedies**

Before filing any claim (as defined below) in court or in another tribunal with respect to the plan, you must first fully exhaust all of your actual or potential rights under the claims procedures by filing an initial claim and then seeking a timely appeal of any denial, including, with respect to a medical claim only, any external appeal that may be available (referred to generally as the exhaustion requirement).

Upon review by any court or other tribunal, this exhaustion requirement is intended to be interpreted to require exhaustion in as many circumstances as possible (and any steps necessary to clarify or effect this intent may be taken).

For example, the exhaustion requirement shall apply separately to each provider, each date of service, each billed procedure, and each claim within a concurrent care setting and/or course of treatment. Exhaustion may not be excused (1) for failure to respond to a claim unless the purported claimant took steps that were sufficient to make it reasonably clear to the plan administrator that the purported claimant was submitting a claim with respect to the plan, or (2) for failure to fulfill a request for documents unless –

- The claimant is lawfully entitled to receive a copy of the requested document from the plan administrator at the time and in the form requested;
- The claimant requests such documents in a writing that is addressed to and actually received by the plan administrator;
- The plan administrator fails to provide the requested documents within 6 months after the date the request is received, or within such longer period as may be reasonable under the facts and circumstances;

- The claimant took steps that were sufficient to make it reasonably clear to the plan administrator that the claimant was actually entitled to receive the requested documents at the time and in the form requested (i.e., generally the claimant must provide sufficient information to place the plan administrator on notice of a colorable claim for benefits); and
- The documents requested and not provided are material to the determination of one or more colorable claims of which the claimant has informed the plan administrator.

This exhaustion requirement applies: (1) regardless of whether other claims, assertions, allegations, disputes, issues, actions or other matters (including those that a court might consider at the same time) are of greater significance or relevance; (2) to any rights the Plan Administrator may choose to provide in connection with novel claims or in particular situations; (3) regardless of whether the rights are actual or potential; and (4) even if the Plan Administrator has not previously defined or established specific claims procedures that directly apply to the submission and consideration of a claim (in which case the Plan Administrator, upon notice of the claim, shall either promptly establish such claims procedures or shall apply or act by analogy to the claims procedures that otherwise apply to claims for benefits).

The Plan Administrator may make special arrangements to consider a claim on a class basis or to address unusual conflicts concerns, and such minimum arrangements in these respects shall be made as are necessary to maximize the extent to which exhaustion is required.

For purposes of this exhaustion requirement, a “claim” is any claim, matter, issue, action, allegation, assertion, or other dispute that involves any one or more of the following:

- The interpretation of the Plan;
- The interpretation of any term or condition of the Plan;
- The interpretation of the Plan (or any of its terms or conditions) in light of applicable law;
- Whether the Plan or any term or condition under the Plan has been validly adopted or put into effect;
- The administration of the Plan;
- Whether the Plan, in whole or in part, has violated any terms, conditions or requirements of ERISA or other applicable law or regulation, regardless of whether such terms, conditions or requirements are, in whole or in part, incorporated into the terms, conditions or requirements of the Plan;
- A request for Plan benefits or an attempt to recover Plan benefits;
- An assertion that any entity or individual has breached any fiduciary duty;
- An assertion that any individual or entity is a participant, former participant, Plan beneficiary, former Plan beneficiary or assignee of any of the foregoing; or
- Any claim, matter, issue, action, allegation, assertion or other dispute that (i) is deemed similar to any of the above items by the Plan Administrator, or (ii) relates to the Plan in any way.

Failure to follow this exhaustion requirement means that any claim, action or suit filed in court or other tribunal will generally be dismissed.

## COORDINATION OF BENEFITS

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### KEY POINTS

- *Coordination of Benefits (COB) applies when you have dental coverage under more than one plan.*
- *The COB rules describe how Program Benefits are determined and which Coverage Plan will pay first.*

### Determining Which Plan or Program Pays First

When two or more Coverage Plans pay Benefits, there are rules that determine which plan pays first. The rules for determining the order of payment are as follows:

- A Coverage Plan may consider the Benefits paid or provided by another Coverage Plan in determining its Benefits only when it is secondary to the other Coverage Plan. The primary Coverage Plan pays Benefits as if the secondary Coverage Plan(s) does not exist.
- The primary Coverage Plan pays first without regard to what another Coverage Plan may cover. A secondary Coverage Plan pays after the primary Coverage Plan and as a result, may reduce the Benefits it pays.
- A Coverage Plan that does not contain a Coordination of Benefits (COB) provision pays first unless the Coverage Plan is group coverage provided to an organization's members that supplements a basic Benefits package and provides coverage in addition to that basic Benefits package. Examples may include major medical coverages that apply after a base Coverage Plan's Hospital and surgical Benefits, and insurance coverages with a closed panel Coverage Plan that provides Non-Network Benefits.
- Automobile or any type of motor vehicle insurance policies, including "no fault" policies, are always primary for payment of medical expenses related to an accident to the extent covered under those policies.
- The following rules describe which Coverage Plan pays Benefits before another Coverage Plan — the first applicable rule is the rule that is used:
  - **Non-dependent or dependent.** The Coverage Plan that covers you as a non-dependent (for example, as an Employee, member, subscriber or Eligible Former Employee) is primary, and the Coverage Plan that covers you as a dependent is secondary. However, if you are Medicare Eligible and Medicare is your primary Coverage Plan, then the Coverage Plan covering you as a member, subscriber, retiree or Eligible Former Employee is secondary and the Coverage Plan that covers you as a dependent is third. If Medicare is your secondary Coverage Plan, then Medicare is secondary and the Coverage Plan that covers you as a dependent is third, unless Medicare is also secondary to that Coverage Plan.
  - **Active or inactive Employee.** The Coverage Plan that covers you as an Active Employee (not laid off or retired) is primary. This also applies if you are covered

under separate plans as a dependent of an Eligible Former Employee and an Employee. If the other Coverage Plan does not have this rule and the Coverage Plans do not agree on the order of Benefits, this rule does not apply. If you are covered under separate plans as an Eligible Former Employee or retiree and as a dependent of an actively employed Spouse, the “non-dependent or dependent” rule described above applies.

- **Continuation coverage.** If you are covered under any federal or state provided right of continuation coverage and also covered under another Coverage Plan, the Coverage Plan covering you as an Employee, member, subscriber, retiree or Eligible Former Employee (or as that person's dependent) is primary and the continuation coverage is secondary. If the other Coverage Plan does not have this rule and the Coverage Plans do not agree on the order of Benefits, this rule does not apply.
- **Longer or shorter length of coverage.** The Coverage Plan that covers you as an Employee, member, subscriber or Eligible Former Employee longest is primary.
- If the preceding rules do not determine the primary Coverage Plan, the Coverage Plans (as defined in this section) share the Allowable Charges equally. The sum of all Benefits payable from this Program and the primary Coverage Plan will not exceed actual Allowable Charges incurred.

### Special Rules

Even if the Program is your normal primary or secondary health plan, in all events any worker's compensation coverage, the health or other compensation component of a personal umbrella insurance policy or contract, the health or other compensation component of any homeowner's/renter's insurance policy or contract, and any group or individual automobile insurance policy or contract (including uninsured motorist coverage, underinsured motorist coverage, traditional fault-based automobile insurance coverage, and no-fault automobile insurance coverage) will be the primary plan for accidents and injuries that are covered by, reimbursable by or for which compensation is otherwise payable by the applicable policy or contract. This program will then pay secondary. In addition, for members and dependents covered by no-fault automobile insurance all medical expenses related to an automobile accident must be submitted to the automobile insurance carrier first and the Plan will only pay after the automobile insurance has paid. This Plan is not qualified health coverage for purposes of Michigan law. The Program will pay covered expenses only according to the coordination of benefit rules discussed above.

### COB for Eligible Dependent Child(ren)

When more than one Coverage Plan covers a Child, the order of Benefits determination is:

- The Coverage Plan of the parent whose birthday is earlier in the year (“birthday rule”) is primary if:
  - The parents are married;
  - The parents are not separated (whether or not they ever have been married); or

- A court decree awards joint custody without specifying who has responsibility to provide health care coverage.
- The Coverage Plan that covers either of the parents longer is primary if both parents have the same birthday.
- The Coverage Plan of the parent who is responsible for a Child's health care expenses or coverage, as specified by the terms of a court decree, is primary if the parent has knowledge of the terms. This rule applies to Claim determination periods or Plan Years beginning after the Coverage Plan receives notice of the court decree.

### **How COB Works**

When this Program is secondary, it may pay reduced Benefits. When processing a Claim, this Program will:

- Determine the Benefits the Program would pay if it were primary, however, if a negotiated rate applies to the service, special rules apply to determine the Allowable Charge for the service under the Program. Contact the Benefits Administrator if you have questions.
- Determine if total Benefits payable (before applying COB rules) under this Program and other Coverage Plans is more than 100 percent of actual Allowable Charges. If so, this Program reduces its Benefits so that the sum of all Benefits payable from this Program and the primary Coverage Plan do not exceed Allowable Charges incurred.
- COB rules do not apply if you enroll in two or more closed panel Coverage Plans and Benefits are not payable by a closed panel Coverage Plan. For example, COB does not apply if the closed panel Coverage Plan does not pay Benefits because you went to a non-panel provider.
- Payment made under another Coverage Plan may include an amount this Program should have paid. If this occurs, this Program may pay that amount to the organization that made the payment. This Program treats this amount as if it were a Benefit paid, and this Program will not have to pay that amount again. The term "payment made" includes providing services, in which case "payment made" means reasonable cash value of the services provided.
- If the amount of the payments the Program made is more than it should have paid under this COB provision, the Program may recover the excess. The Program may recover this amount from one or more of the persons paid, from one or more of the persons for whom the Program paid or any other person or organization that may be responsible for the Benefits or services provided. The amount of payments made includes the reasonable cash value of any Benefits provided in the form of services.
- If service frequency maximums apply, the services covered under the primary program or plan will be counted toward the frequency maximum under the Program.

## **EXTENSION OF COVERAGE - COBRA**

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### **KEY POINTS**

- *COBRA continuation coverage is a temporary extension of group coverage that allows Program participants who have lost coverage due to a Qualifying Event to continue coverage for a period of time.*
- *If you experience a COBRA Qualifying Event, you must notify the Frontier Benefits Service Center no later than 60 days after the date the event occurs.*
- *If you or your Spouse/Partner and dependent Child(ren) 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.*
- *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/Eligible Former Employees and their families who are covered by the Program.

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

The Program is a group health plan subject to this law. You do not have to show that you are insurable to elect COBRA continuation coverage during the election period. However, you will have to pay the entire premium for your COBRA continuation coverage. At the end of the maximum coverage period (described below in this section), you may be allowed to enroll in an individual conversion health plan if it is available under the Program. You will be responsible for paying the premiums for this coverage as required by the individual conversion health plan.

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 coverage rights. See the “Your ERISA Rights” section for contact information.

The COBRA Administrator is the Frontier Benefits Service Center.

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

COBRA continuation coverage is a temporary extension of group health 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:

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

COBRA continuation coverage is the same coverage that the Program gives to Covered Persons or beneficiaries who are currently participating in the Program and not receiving COBRA continuation coverage. Ordinarily, the COBRA 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 or Eligible Former Employees covered by the Program, or their Spouses/Partners or dependent Child(ren), the COBRA continuation coverage generally will be changed in the same way for the Qualified Beneficiaries on COBRA at the same time.

As a COBRA continuation coverage participant, you will have the same rights under the Program during your COBRA continuation coverage period as other Covered Persons or beneficiaries covered under the Program, including Annual Enrollment and special enrollment rights.

You can find specific information describing the coverage to be continued under the Program elsewhere in this document and in the Plan 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 Continuation Coverage Available?**

#### ***Eligible Employee***

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

- 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 Employee/Eligible Former Employee covered under the Program, you will become a Qualified Beneficiary and have the right to elect COBRA continuation coverage if you lose your coverage under the Program because of any of the following Qualifying Events:

- 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.

**IMPORTANT:** If you are an Employee/Eligible Former Employee and you eliminate coverage for your Spouse/Partner in anticipation of a divorce or partnership dissolution, and the divorce or partnership dissolution occurs, then the actual divorce or partnership dissolution will be considered a COBRA-Qualifying Event even though the ex-Spouse/Partner lost coverage earlier. If the ex-Spouse/Partner notifies the Frontier Benefits Service Center within 60 days after the later of the divorce or partnership dissolution or the date coverage terminates under the Program and can establish that the coverage was eliminated earlier in anticipation of the divorce or partnership dissolution, then COBRA continuation coverage may be available for the period after the divorce or partnership dissolution.

- Your Spouse/Partner becomes entitled to Medicare Part A, Part B or both.

### ***Child(ren)***

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

- The Employee/Eligible Former Employee-parent dies.
- The Employee/Eligible Former Employee-parent's employment ends for reasons other than gross misconduct, or the Employee/Eligible Former Employee-parent's hours of employment with the Company are reduced.
- The parents' divorce or legal separation or the parents' partnership dissolves.
- The Employee/Eligible Former 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 Employee 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 Employee and the Employee's Spouse/Partner and Child(ren) may elect COBRA continuation coverage). In this case, you and your Spouse/Partner and Child(ren), 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 because you do not return to work at the end of the FMLA leave.

This means that you may be entitled to elect COBRA continuation coverage at the end of an FMLA leave for yourself and your dependents even if 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 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 Child(ren)) may elect COBRA continuation 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 (LOA).
- Terminated from employment for any reason except gross misconduct or lost your coverage due to the expiration of the maximum coverage period.

If COBRA continuation 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 Employer's Notice Obligations***

When the Qualifying Event is one of the following, Frontier will notify the Frontier Benefits Service Center within 30 days of the Qualifying Event:

- The end of your employment.
- The reduction of your hours of employment.

If your employment ends due to a termination that your Employer determines to have been a result of your gross misconduct, you will receive a notice indicating that you have been determined not to be eligible for continuation coverage and why. You may appeal this determination by filing an Appeal with the Benefits Administrator within 60 days after your

receipt of this determination. See the “How to File a Claim for Eligibility” section for more information on your right to appeal an adverse eligibility determination under this Program.

### ***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 the event occurs or the date the Qualified Beneficiary loses or would lose coverage under the Program’s terms. 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 coverage should have terminated, then you, your Spouse/Partner and Child will be required to reimburse the Program for any Claims paid.

If the COBRA Administrator is provided with timely notice of a 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/Eligible Former 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 the Frontier Benefits Service Center 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/Eligible Former 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 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 the Frontier Benefits Service Center 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 Child(ren) 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 your covered dependents are notified of your right to continue coverage (the date on the COBRA Enrollment Notice).

**If you or your Spouse/Partner and Child(ren) 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.** However, as described in the “Surviving Spouse/Partner and Child(ren)” section, when you or a Child is eligible for extended coverage during a leave of absence or after termination of employment and the extended coverage runs concurrently with COBRA continuation coverage, you will automatically be enrolled in COBRA continuation coverage for the duration of your eligibility for extended coverage. At the end of your extended coverage, you may continue COBRA continuation coverage for the remainder of your eligible period (if any), by paying the required COBRA premiums. See the “Company Extended Coverage” section for more information.

If you reject COBRA 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/Eligible Former 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).

Even if you have other health coverage or are enrolled in Medicare benefits on or before the date COBRA is elected, you are entitled to elect COBRA continuation coverage. However, as discussed below, a Qualified Beneficiary's eligibility for COBRA continuation coverage will end if, after electing COBRA, he or she becomes covered under another employer-sponsored group health plan or program (after any pre-existing condition exclusion in that other plan ends) or becomes enrolled in Medicare. If this occurs, the other Qualified Beneficiaries may still elect COBRA continuation coverage.

**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 cost to the group health plan (including both Employee/Eligible Former Employee and Employer contributions) for coverage of a similarly situated Covered Person or beneficiary 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 from the Frontier Benefits Service Center will include the cost of COBRA continuation coverage. In some circumstances, when you or your dependents are receiving Company Extended Coverage, the Company will make contributions toward the applicable COBRA premium. See the "When Coverage Ends" section for more information. 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 group health plan coverage or if you elect changes in your coverage. You will be notified of any COBRA premium changes.

You must make your first payment for COBRA continuation coverage no later than 45 days after the date of your election. The amount of your required first payment will be stated on your initial bill. It will include the cost of COBRA continuation coverage from the date coverage begins through the end of the month following the month in which the bill is issued. Claims for payment of Benefits under the Program may not be processed and paid until you have elected COBRA continuation coverage and made the first payment. Any Benefits paid during this period will be retroactively canceled if you do not elect COBRA or if coverage is canceled because you do not make timely payments. Future payments are due monthly.

**How Long Does COBRA Continuation Coverage Last?**

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

<b>COBRA Events</b>	
<b>Event</b>	<b>Length of Coverage</b>
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

COBRA Events	
Event	Length of Coverage
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 Partner requirements are no longer met	Coverage for your Spouse, Partner and/or Eligible Dependent Child(ren) 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 continuation 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 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 become 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 continuation 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 continuation 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. The Program reserves the right to retroactively cancel COBRA coverage and will require reimbursement of all Benefits paid after the first day of the month that is more than 30 days after the SSA’s determination.

- **Second Qualifying Event.** An extension of up to 18 months of COBRA continuation coverage will be available to Spouses/Partners and Child(ren) who elect COBRA 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/Eligible Former 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 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 Child(ren).** 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 the Employee became entitled to Medicare (but the covered Employee’s maximum coverage period will remain 18 months).

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

COBRA continuation coverage for the Employee/Eligible Former 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 continuation coverage is not paid in full within the allowable grace period.
- After electing COBRA continuation coverage, you (the Employee/Eligible Former Employee, Spouse/Partner or Child) become covered under another group health plan/program (as an Employee or otherwise) that has no exclusion or limitation with respect to any pre-existing condition that you have. If the other plan/program has applicable exclusions or limitations that would make your COBRA continuation coverage continue to be of value to you, then your COBRA continuation coverage will terminate after the exclusion or limitation no longer applies. This rule applies only to the Qualified Beneficiary who becomes covered by another group health plan/program.

- After electing COBRA continuation coverage, you (the Employee/Eligible Former 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**

#### ***Child(ren) Born to or Placed for Adoption With the Covered Employee/Eligible Former Employee During COBRA Period***

A Child born to, adopted by or placed for adoption with you during a period of COBRA 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 continuation coverage begins when the Child is enrolled in the Program, whether through Prospective Enrollment or Annual Enrollment. It lasts for as long as COBRA continuation 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).

#### ***Annual Enrollment Rights***

If you elect COBRA, you will be given the same opportunity available to similarly situated Active Employees to change your coverage options or to add or eliminate coverage for dependents at Annual Enrollment. Except for certain Child(ren) described in the "Child(ren) Born to or Placed for Adoption With the Covered Employee/Eligible Former Employee During COBRA Period" section above, dependents who are enrolled in a special enrollment or Annual 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/Eligible Former 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).

### **For More Information**

Contact the Frontier Benefits Service Center if you, your Spouse/ Partner or Child(ren) 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 website).

## PLAN ADMINISTRATION

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### KEY POINTS

- *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. The Plan Sponsor has the right to amend or terminate the Plan at any time.*
- *You must exhaust your Claims and Appeals 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 a 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 enrollment, 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 are already entitled, this does not mean that you or any other Active or Eligible Former 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**

Any claim filed in court (or any other tribunal) by or on behalf of a claimant with respect to this plan must be brought within the applicable timeframe that relates to the claim listed as follows:

- Any claim relating to the alleged wrongful denial of plan benefits (in whole or in part) must be brought within 18 months of the applicable appeal determination date that applies to the plan benefit; and
- Any other claim not covered above (including a claim relating to an alleged interference or violation of ERISA-protected rights or any that is characterized as a fiduciary breach), must be brought and filed within two years of the earlier of (1) the date when the claimant has actual or constructive knowledge of the acts or failures to act that are alleged to give rise to the claim, or (2) the date when the benefit was first paid, provided or denied.

The “appeal determination date” is the later of (1) the date the final appeal is denied or (2) if applicable, the date that the final external review is denied.

Any claim not filed or brought within the aforementioned timeframes shall be null and void.

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 of 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. Your address 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.

For employees on a disability, a leave of absence or former Employees, if your mailing address or contact information changes, you must promptly report your address change. See the “Information Changes and Other Common Resources” section for information on how to keep your address current while you are on disability, a leave of absence or if you are a former Employee.

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 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 is affected by the 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.

**IMPORTANT:** Joseph Employee lives at 123 Main Street, Our Town, USA, and is covered under the Program. Employee moves to 456 Broadway, Our Town, USA, but does not notify the Plan Administrator of his new address. Three months later, Employee quits to seek other employment. The Program's COBRA Administrator sends Employee's COBRA notice and election materials to his last known address at 123 Main Street, Our Town, USA. Employee does not receive the COBRA materials and does not elect COBRA continuation coverage. Six months later, Employee has a serious health condition and incurs substantial medical expenses. Employee inquires with the Plan Administrator about COBRA continuation coverage. Employee has no COBRA rights because the COBRA Administrator sent his COBRA notice and election form to the last known address in its files, and Employee did not elect COBRA continuation coverage within 60 days. Employee's COBRA rights have extinguished, and he cannot obtain health coverage through the Program.

## 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 that 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 shares in 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 applicable *Benefits Administrator* table in the “Contact Information” section for contact information for these third parties.

<b>Other Plan Information</b>	
Plan Name	Frontier Communications Health Care Plan No. 505
Program Name	Frontier Communications CWA 1298 Dental Program
Plan Number	505
Plan Sponsor/Employer Identification Number (EIN)	Frontier Communications Parent, Inc. 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>

<b>Other Plan Information</b>	
Type of Administration	<p>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 follows</p> <p>The Plan Administrator administers Claims and Appeals for Benefits under the Program on a contract basis with the Benefits Administrator. See the "Contact Information" section for more information. The Benefits Administrator has full discretionary authority to interpret Plan provisions as they apply to entitlement for benefit.</p> <p>The Plan Administrator administers enrollment, eligibility, monthly contribution and COBRA under the Program provisions, including the determination of initial Claims for eligibility, on a contract basis with the Frontier Benefits Service Center. See the "Contact Information" section for more information.</p> <p>The Plan Administrator determines final Appeals from the denial of eligibility. The Plan Administrator has full discretionary authority to interpret Plan provisions as they apply to eligibility for benefits. See the "Contact Information" section for the address to write to.</p>
Agent for Service of Legal Process	<p>Frontier Communications Parent, Inc.            Attn: General Counsel            2 Washington Street            Norwalk, CT 06854</p>
Type of Plan	The Plan is an employee welfare benefit plan providing dental benefits.
Plan Year	January 1 through December 31
Plan Funding and Contributions	Both the Company and employees may contribute to the cost of coverage. The Program is self-insured; Program Benefits are not paid by insurance.
Plan Records	All Program records are kept on a calendar year basis beginning on January 1 and ending December 31.
Collectively Bargained Plan	With respect to certain Eligible Employees, the Program 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. Benefits under the Program are paid through funds made available for this purpose through the trust listed in the "Plan Funding" row in the *Other Plan Information* table

above. The Benefits Administrator below does not insure Benefits provided under the Program.

Benefits Administrator

The Plan Administrator administers Claims and Appeals for dental Benefits under the Program on a contract basis with the Benefits Administrator. The Plan Administrator has discretionary authority to interpret the provisions of the Program and to determine entitlement to dental Benefits. Benefits are payable only if the Benefits Administrator determines they are payable.

Frontier Benefits Service Center

The Plan Administrator manages enrollment, eligibility, monthly contributions and COBRA under the Program provisions, including the determination of initial Claims for Eligibility (through the Frontier Benefits Service Center). Frontier's Plan Administrator determines final Appeals from the denial of Claims for Eligibility. The Plan Administrator has full discretionary authority to interpret the provisions of the Program and to determine, eligibility for Program Benefits and monthly contribution amounts.

The plan administrator shall determine the administration of this Plan (or portions thereof), and such administration may occur in any United States location regardless of:

- The location or residence of the applicable claims administrator, plan administrator, healthcare provider, employee and/or dependent;
- The location in which the service was performed, the supply was provided, the item was procured or the expense was incurred;
- The location or residence of the Company; and
- The location in which any other plan benefits may be administered.

The determination made by the plan administrator above may be made at any time including after the Plan benefit was rendered, provided, procured or incurred. The plan administrator may determine what portions of the plan may be administered in different locations. Any ambiguity or conflict in the plan records that relate to a determination by the plan administrator of the location in which a plan benefit is administered shall be resolved by the plan administrator making a new determination which may be retroactive and/or prospective in its sole discretion.

**Request for Plan-Related Documents**

A participant or beneficiary may authorize a third-party to request and receive plan-related documents (which shall include the summary plan description, the annual report, any terminal report, the bargaining agreement, trust agreement, contract, or other instruments under which the Plan is established or operated), provided that the authorization –

- Is in writing,
- Clearly states that the third party is authorized to request and receive plan-related documents on behalf of the participant or beneficiary,
- Is signed by the participant or beneficiary, and
- Is notarized by a notary public.

Requests for plan-related documents pursuant to a court order or by an attorney representing a participant or beneficiary are not required to satisfy the above requirements.

Any request for plan-related documents shall not be considered valid unless and until the request is received by the plan administrator.

Appointing a third party to receive plan-related documents is not the same thing as appointing an authorized representative to act on your behalf for purposes of claims and appeals. If you want to appoint someone to act as your authorized representative for purposes of claims and appeals, you must follow the procedures described under the heading "Authorized Representative" elsewhere in this SPD.

**Note:** *Contact information for the above Benefits Administrators and the Frontier Benefits Service Center is located in the "Contact Information" section.*

## **No Assignment of Rights and Benefits**

Your rights and benefits under a dental option are personal to you and your enrolled family members and they cannot be assigned, sold or transferred (in whole or in part) to any person, including your health care or dental care provider. The only exception is under a qualified medical child support order. For this purpose, your plan rights and benefits include, without limitation, the right to file an administrative appeal (internal and external), the right to sue following a denied administrative appeal and any other plan rights and benefits, whether actual or potential. Any purported assignments of rights and/or benefits under the plan will be void and will not apply to the plan. Further, a payment or reimbursement of covered services by a benefits administrator to a health care or dental care provider will not waive the application of this provision. The application of this provision does not affect your right to appoint an authorized representative.

The provisions in this section –

- Are deemed to be notice to any and all individuals to whom notice may be required, and no additional notice of the above provisions is needed to anyone, including a health care or dental care provider;
- Shall apply at all times, including before and after health care and dental care services are rendered or the health care or dental care products are provided (as applicable);
- Are not waivable, in whole or in part, whether voluntarily or involuntarily, by the plan, the plan administrator or a benefits administrator; and
- May be raised as a defense to a payment or reimbursement at any time, including after the conclusion of the claim and appeal process.

## **Limited Authorization of Payments and Health Care Provider Agreements**

To the extent allowed by the benefits administrator, you may authorize your benefits administrator to make payments directly to a health care or dental care provider for covered services. Further, even without such authorization, a benefits administrator may make direct payments to a health care or dental care provider for covered services according to the benefits administrator's rules and procedures at the applicable time. Authorization of payments to a health care or dental care provider or direct payments to a health care or dental care provider are not assignments of benefits. Even though you may authorize a health care or dental care provider to receive a payment or reimbursement of covered services and even though a benefits administrator may pay a health care or dental care provider directly for payments or reimbursements of covered services, in no event will any such authorizations, payments or reimbursements to or on behalf of a health care or dental care provider cause the provider to become a plan participant or plan beneficiary (or assignee of a participant or beneficiary) under ERISA.

In addition, sometimes your health care or dental care provider requests that you sign various agreements and other documentation as a condition of receiving services from the provider. Any agreement, assignment or other document executed by you and a health care or dental care provider (or executed by parties that include you and a health care or dental care provider but that do not include the plan administrator or the Company) are not binding on and will have

no legal effect whatsoever on any terms, conditions or requirements of the plan or any benefits administrator. Further, a payment or reimbursement of covered services by a benefits administrator to a health care or dental care provider (whether pursuant to an authorization or otherwise) will not waive the application of this provision.

The provisions in this section –

- Are deemed to be notice to any and all individuals to whom notice may be required, and no additional notice of the above provisions is needed for anyone, including a health care or dental care provider;
- Shall apply at all times, including before and after services are rendered or the products are provided (as applicable);
- Are not waivable, in whole or in part, whether voluntarily or involuntarily, by the plan, the plan administrator or a benefits administrator; and
- May be raised as a defense to a payment or reimbursement at any time, including after the conclusion of the claim and appeal process.

### **Authorized Representative Rules**

If you need to appoint an authorized representative for purposes of an internal claim or appeal for health and welfare benefits, you must follow the rules and procedures of the applicable benefits administrator for such claim or appeal. To the extent a benefits administrator has no rules or procedures, then the rules and procedures of this section will apply.

If you need to appoint any authorized representative for any purpose other than as listed in the prior paragraph, your appointment of an authorized representative must:

- Be in writing and dated,
- Clearly indicate the authorized representative, the scope of the appointment and any limitations on the authorized representative,
- Be signed by you, and must be notarized by a notary public,
- Satisfy any other legal requirement applicable to appointments under state or federal law, AND
- Be approved by the Plan Administrator in writing.

A plan will also recognize a court order appointing a person as your authorized representative. The Plan Administrator may also provide different rules and procedures for an appointment of an authorized representative in emergency situations or for attorneys.

Appointing an individual or entity as your authorized representative is not an assignment of rights or benefits under the Plan and any such appointment (whether pursuant to the rules of a benefits administrator or the Plan Administrator) does not waive the Plan's anti-assignment provisions.

## Reimbursing the Plan

If you suffer a loss or injury caused by the actions or omissions of a third party, that third party may be responsible for paying your health and dental expenses. For this purpose, a “party” means any individual, entity, person or other party responsible for causing your loss or injury or responsible for making any payment to you due to your accident, injury or illness, including uninsured motorist coverage, underinsured motorist coverage, traditional fault-based automobile insurance coverage, no-fault automobile insurance coverage, homeowner’s/renter’s insurance, personal umbrella coverage, Workers’ Compensation coverage and any first-party insurance coverage. However, a party does not include any individual or supplementary insurance policy or coverage classified as an individual cancer, individual specific disease or individual hospital indemnity policy (e.g., individual or indemnity policies). For purposes of any applicable coordination of benefits rules, a third party shall pay primary and the plan shall pay secondary. Any amounts paid or received from or on behalf of a third party are referred to as third party proceeds.

If you are injured in a car accident, the person who caused the accident (and the person’s insurer) are the third parties and may be responsible for paying for your injury-related expenses. Your insurance company may also be a third party. You will be required to provide the plan or its agents information concerning any claim or lawsuit you may have against a third party for injury caused by that party. You must also provide the plan or its agents any documents or information relevant to the protection of the plan’s rights of reimbursement.

You agree to cooperate fully with the plan’s efforts to recover benefits paid. If you do not cooperate as required or requested, the claims administrator may terminate your injury-related benefits from and after a certain date even if your injury-related benefits were approved before that date. It is your duty to notify the plan within 30 days of the date when any notice is given to any party, including an insurance company or attorney, of your intention to pursue or investigate a claim to recover damages or obtain compensation due to your injury, illness or condition.

You agree to provide the plan or its representatives notice of any third party proceeds or other recovery you obtain prior to receipt of such funds or within 5 days if no notice was given prior to receipt. Further, you agree to provide notice prior to any disbursement of third party proceeds or any other recovery of funds. You shall provide all information requested by the plan, the Claims Administrator or its representative including, without limitation, completing and submitting any applications or other forms or statements as the plan may reasonably request and all documents related to or filed in personal injury litigation. You shall do nothing to prejudice the plan’s subrogation or recovery interest or prejudice the plan’s ability to enforce the terms of any plan provision. This includes, without limitation, refraining from making any settlement or recovery that attempts to reduce or exclude the cost of any or all benefits provided by the plan or disbursement of any settlement proceeds or other recovery prior to fully satisfying the plan’s reimbursement interest.

Current and/or future plan benefits may be reduced and/or offset (in whole or in part) in the sole discretion of the plan at any time to recover any third party proceeds. The reduction and/or offset of current and/or future plan benefits (in whole or in part) shall be accomplished by the plan as a right of administrative set off without the need to initiate any legal action. The plan may reduce and/or offset plan benefits from and after a designated date, even if plan benefits were not reduced and/or offset prior to a designated date.

The plan may initiate legal action against you (or anyone else holding the third party proceeds, such as a legal representative or trust) to collect the third party proceeds and may take any other actions (even if not set forth in this section) to protect the plan's right of reimbursement.

If you receive any type of payment, reimbursement or legal recovery from the third party or an insurer (referred to as third party proceeds), you are obligated to reimburse the plan for:

- Any benefits or expenses that the plan paid for the accident/injury/illness;
- Any projected benefits or expenses the plan will pay in the future with respect to the accident/injury/illness; plus
- Any related legal and collection costs the plan incurred.

Your obligation to reimburse the plan exists for any legal recovery that relates to an accident, injury or illness for which the plan paid benefits (including any amounts used to pay your legal fees), even if you recover less than initially claimed (or less than your full loss) and even if the legal recovery is designated as not for health and/or dental expenses. The plan is entitled to recover from any and all settlement or judgements, even those designated as pain and suffering, non-economic damages and/or general damages only. The plan's reimbursement claim shall not be reduced due to your own negligence. Further, the plan's reimbursement shall not be reduced by any legal or attorney costs or fees you may incur in obtaining the third party proceeds, unless and only to the extent such reduction is allowed by a written agreement.

In addition, the right of full and unreduced reimbursement shall also apply even if the rights of the plan are separated and treated as not resolved in the judgment, settlement, verdict or insurance proceeds (but in this case, the plan's rights shall be assigned to you to the extent reimbursement is actually received out of the recovery). The plan's right to receive any payment, reimbursement or recovery discussed in this section supersedes and has priority over your right to receive any payment, reimbursement and recovery and supersedes any applicable state laws that otherwise may directly or indirectly conflict with the provisions of this section.

In order to recover any reimbursement, payment, overpayment or excess payment to which the plan has a right of reimbursement as provided above, you, as a condition of receiving benefits under the plan, grant to the plan the following rights:

- A first priority equitable lien against the third party proceeds (i.e., any settlement, verdict, insurance proceeds or other amounts) received by you or on your behalf from or on behalf of any third party that may be responsible for an illness, injury or condition for which the plan incurred expenses or paid benefits. The amount of the lien is equal to the amount of prior and future benefits paid by the plan.

- The right to impose a constructive trust on the third party proceeds (i.e., any settlement, verdict, insurance or other amounts) awarded, transferred or paid by or on behalf of a third party to you and any other person or entity holding the proceeds, including a legal representative or trust.
- The right administrative set off against current and/or future plan benefits without the need to bring any legal action or proceeding.
- The right to bring any legal action or proceeding, including, without limitation, to enforce the above rights in any court of competent jurisdiction as the plan may elect, and upon receiving benefits under the plan, you hereby submit to each jurisdiction regardless of your current or future residence.
- An assignment to the plan of any benefits or claims or rights of recovery you have under any insurance policy or other coverage to the full extent of the plan's reimbursement claims.

Third party proceeds held directly or indirectly by you are intangible assets of the plan and are held by you in a constructive trust for the benefit of the plan. Any participant or dependent who directly or indirectly holds or exercises any control over third party proceeds is an ERISA fiduciary with respect to the third party proceeds and must hold the third party proceeds for the exclusive benefit of the plan. A legal representative is an ERISA fiduciary solely with respect to his or her direct or indirect control of third party proceeds and not with respect to his or her legal representation of you. No disbursement of third party proceeds or other recovery funds from any insurance coverage or other source shall be made until the plan's right of reimbursement interest is fully satisfied.

The plan's right of reimbursement shall apply without regard to any equitable defenses that a third party, participant and/or dependent asserts or may be entitled to assert, including any defense of unjust enrichment. ERISA preempts any state or local law, or any regulation issued thereunder, which prohibits or attempts to limit the plan's right of reimbursement. Neither the make whole doctrine nor the common fund doctrine apply to the plan.

For purposes of this section, "you" and "your" includes your spouse/partner/dependents, your agent and any agent of the foregoing, your attorney and any attorney of the foregoing and your estate and any estate of the foregoing.

### **Right of Subrogation**

When another party is legally responsible or agrees to compensate you for an accident, illness or injury for which the plan has paid benefits, the plan has the same rights ("right of subrogation") that you have against the party. For this purpose, a "party" means any individual, entity, person or other party responsible for causing your loss or injury or responsible for making any payment to you due to your injury, illness or condition, including uninsured motorist coverage, underinsured motorist coverage, traditional fault-based automobile insurance coverage, no-fault automobile insurance coverage, homeowner's/renter's insurance, personal umbrella coverage, Workers' Compensation coverage and any first-party insurance coverage.

However, a party does not include any individual or supplementary insurance policy or coverage classified as an individual cancer, individual specific disease or individual hospital indemnity policy (e.g., individual or indemnity policies).

The plan's rights of subrogation shall supersede any applicable state laws that otherwise may directly or indirectly conflict with the plan's right of subrogation.

In addition, the plan expressly rejects and overrides any default rule that the plan does not have a right of subrogation until you have been fully compensated. If you enter into litigation or settlement with another party, the plan's right of subrogation will still apply.

The provisions set forth above under "Reimbursing the Plan" shall fully apply under this section as well.

### **Recovery of Excess Payments and Overpayments**

If a benefit payment is made under the Plan, to or on your behalf, which exceeds the benefit amount that you are entitled to receive, the Plan has the right:

- To require the return of the overpayment from any person, insurance company or other entity or organization to whom the overpayment was made; and/or
- Reduce and/or offset current and/or future plan benefits (including those of another person in the family) at any time to recover the overpayment.

The reduction and/or offset noted above shall be accomplished by the plan as a right of administrative set off without the need to initiate any legal action. Such reduction and/or offset may occur from and after a designated date, even if plan benefits were not reduced and/or offset prior to a designated date.

An "overpayment" includes – (1) any payment of plan benefits received by or on behalf of yourself or a dependent, which you or a dependent is not entitled to under the terms of the plan, (2) any payment of plan benefits received by or on behalf of yourself or a dependent, which are in excess of the amount necessary to satisfy the requirements of

this plan, and (3) any additional payment of plan benefits to or on behalf of a healthcare provider, where the plan has previously paid plan benefits to or on behalf of yourself or dependent and you or the dependent has failed to remit all or a portion of the previous payment(s) to the provider. Overpayments also include any legal costs, attorneys' fees and court costs incurred as a result of or relating to the overpayment.

This right does not affect any other right of recovery the plan may have with respect to overpayments.

In addition to the above, the plan may also reduce future payments to the provider by the amount of the overpayment. These future payments may involve this plan or other health plans that are administered by the carrier. Under this process, the carrier reduces future payments to providers by the amount of the overpayment they received, and then credit the recovered amount to the plan that overpaid the provider. Payments to providers under this plan are subject to this same process when the carrier recovers overpayments for other plans administered by the carrier.

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

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### **KEY POINTS**

- *ERISA is a federal law that provides certain rights and protections to all participants.*
- *The persons who are responsible for the operation of the Plan have a duty to act prudently and in the interest of the Plan and their beneficiaries.*
- *No one may fire or discriminate against you for exercising your rights under ERISA.*

### **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 Plan and Benefits.
- Examine, without charge, at the Plan Administrator's office and at other specified locations such as worksites and union halls, all documents governing the Plan,

including 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.

- 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. Your written request must be directed to the Frontier Benefits Service Center.
- 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 (SAR).
- 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 Plan 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 for Benefits under the Plan 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 for Benefits 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 state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have

sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your Claim is frivolous.

### **Assistance With Your Questions**

If you have 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 Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## OTHER PROGRAM INFORMATION

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### KEY POINTS

- *This section describes various laws that may impact your right to Program Benefits.*
- *Some laws provide specific Program eligibility rights.*
- *Certain laws protect the privacy and security of your protected health information.*

### Qualified Medical Child Support Orders

The Program extends Benefits to an Employee's noncustodial Child, as required by a 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 a Child of an Employee (alternative recipient) the right to receive health benefit coverage under the Program.

An alternative recipient is any Child of a participant who is recognized by a medical child support order as having a right to enrollment under a participant's program for group health benefits.

A medical child support order has to satisfy certain specific 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 certain benefits or options 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. You must then enroll the Child in the Program and pay any applicable contributions for coverage of the Child. If a QMCSO is issued for your Child and you are eligible but not participating in the Program at that time, you must enroll yourself and your Child in the Program and pay any applicable contributions.

Federal guidelines for medical child support orders as required under ERISA are continually evolving, however, the Program and its Frontier Benefits Service Center are making a good faith effort to comply with current guidelines as we understand them.

If you have any questions with respect to a QMCSO, please see the Frontier Benefits Service Center table in the "Contact Information" section for contact information.

## **IMPORTANT NOTICES ABOUT YOUR BENEFITS**

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### **Protecting the Privacy of Your Protected Health Information – Notice of HIPAA Privacy Rights**

HIPAA provides you with certain rights in connection with the privacy of your health information. The Program will not use or disclose your protected health information (PHI) for purposes other than treatment, payment or Program administrative functions without your written authorization or as otherwise required or permitted by federal law. The Program 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 Program 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.

## CONTACT INFORMATION

Contact Information	
<b>Benefits Administrator</b>	
Name	Cigna
Type	Dental
Services Provided	Dental Benefits Administration
<b>Benefits Administrator Contact Numbers</b>	
Domestic Telephone Number	<b>(800) 244-6224</b>
<b>Benefits Administrator Hours of Operation</b>	
Hours of Operation	24 hours per day, 7 days per week
<b>Benefits Administrator Website</b>	
Website Access Information	You must register on the Cigna website, setting up a user name and password.
Website	<a href="http://www.cigna.com">www.cigna.com</a>
<b>Benefits Administrator Mailing Address</b>	
<b>Claims</b>	
Claims	CIGNA Claims P.O. Box 188037 Chattanooga, TN 37422
<b>Appeals</b>	
Appeals	CIGNA Appeals P.O. Box 188044 Chattanooga, TN 37422

<b>Contact Information</b>	
<b>Vendor</b>	
Name	Frontier Benefits Service Center WageWorks/HealthEquity
Type	Plan Administration / Eligibility <b>WageWorks/HealthEquity:</b> COBRA Administration
Services Provided	Frontier Benefits Center: Eligibility, enrollment, contributions and billing <b>WageWorks/HealthEquity:</b> COBRA processing
<b>Vendor Contact Numbers</b>	
Contact Number	<b>Frontier Benefits Center:</b> 855-387-2887 <b>WageWorks/HealthEquity:</b> 866-747-0039
<b>Vendor Hours of Operation</b>	
Hours of Operation	<b>Frontier Benefits Center:</b> Monday through Friday from 9 a.m. to 6 p.m. Eastern time.
<b>Vendor Website</b>	
Website	<a href="http://www.frontierbslide93-linkenefitscenter.com">http://www.frontierbslide 93 – link enefitscenter.com</a> <a href="https://mybenefits.wageworks.com/">https://mybenefits.wageworks.com/</a>
<b>Vendor Mailing Address</b>	
Mailing Address Information	Empyrean c/o Frontier Benefits Service Center PO Box 2607 Bellaire, TX 77402  WageWorks/HealthEquity P.O. Box 223684 Dallas, TX 75222-3684

## DEFINITIONS

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**Abutment.** A terminal tooth or root that retains or supports a bridge or a fixed or removable Prosthesis.

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

**Adverse Benefit Determination.** A denial, reduction or termination of, or a failure to provide or make payment (in whole or in part) for a Program Benefit, including any such denial, reduction, termination of, or failure to provide or make a payment that is based on a determination of a Covered Person's eligibility to participate in the Program.

**Allowable Charge.** Any necessary, Reasonable and Customary charge for services, treatment or supplies at least a portion of which is covered in whole or in part under the Dental Program, but not for any services, treatment or supplies listed under the "Expenses Not Covered" section.

**Amalgam.** A filling made of alloy of copper, tin, silver and mercury. Anesthesia. Anesthesia includes:

- *Local Anesthesia.* Local Anesthesia means the condition produced by the administration of specific agents to achieve the loss of conscious pain response in a specific location or area of the body.
- *General Anesthesia.* General Anesthesia means the condition produced by the administration of specific agents to render the patient completely unconscious and completely without conscious pain response.

**Anesthetic.** A drug that produces a loss of feeling or sensation either generally or locally.

**Annual Deductible.** The amount of money you must first pay out of pocket each calendar year for non-preventive covered services before the Program begins to pay Benefits.

**Annual Enrollment.** The period specified by the Company during which Eligible Employees, Eligible Former Employees and COBRA participants may make changes to their coverage (including coverage options and enrolled dependents) under the Program. See the "Annual Enrollment" section for additional information.

**Annual Maximum.** The maximum dollar amount the Program will reimburse in a calendar year for certain nonessential health Benefits.

**Appeal.** A written request for the review of an Adverse Benefit Determination or a denial of a Claim for Eligibility under the formal process outlined in the Program for a Claim for Eligibility or Claim for Benefits, as applicable. See the "Claims Procedure" section for more information.

**Appliance.** A device used to provide function or therapeutic (healing) effect and includes:

- *Fixed.* A Fixed Appliance means one that is cemented to the teeth or attached by adhesive materials.
- *Prosthetic.* A Prosthetic Appliance means one that is used to provide replacement for a missing tooth or teeth.

**Applicable Premium Rate.** The premium charged for a specified level of coverage such as “Individual” or “Family” for coverage under a Fully-Insured Managed Care Option.

**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 have been excluded from a collective bargaining agreement represented by the union, but for whom the Company provides the same Benefits provided to Employees included in a collective bargaining agreement between the union and the Participating Company.

**Benefit Maximum.** See the “Benefits at a Glance” and “What Is Covered” sections for Benefit information, including any Benefit Maximums and other Benefit limitations.

**Benefits.** Payments for covered services or supplies 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 process and/or review Claims for Benefits under the Program.

**Bicuspid.** The two teeth in each Quadrant behind each canine or eye tooth.

**Bitewing.** A dental x-ray showing approximately the coronal (Crown) halves of the upper and lower jaw.

**Bridgework.** Bridgework includes:

- *Fixed.* Fixed Bridgework means a Partial Denture retained with Crowns or Inlays cemented to the teeth, which are used as Abutments.
- *Fixed-removable.* Fixed-removable Bridgework means one that the Dentist can remove but the patient cannot.
- *Removable.* Removable Bridgework means a Partial Denture retained by attachments that permit removal of the Denture (normally held by clasps).

**Calculation Year.** The calendar year immediately preceding the Plan Year the Program Premium Equivalent Rate will be in effect.

**Change-in-Status Event.** Certain life events such as marriage, birth of a Child, loss of benefits under another employer’s dental plan, or going on an LOA that under the terms of the Program trigger the ability to change your enrollment under the Program. See the “Enrollment and Changes to Your Coverage” section for information.

**Child(ren).** See the “Eligible Dependents” section for the definition of Child(ren). Claim. A Claim for Benefits or a Claim for Eligibility.

**Claim for Benefits.** A request for Benefits from the Plan that is made by the claimant or their representative in accordance with the Plan’s established procedures for filing a Claim for Benefits and includes both Pre-Service and Post-Service Claims.

**Claim for Eligibility.** A written request for eligibility or enrollment sent to the address specified by the Frontier Benefits Service Center following a denial of enrollment that has not been resolved informally.

**Claims Administrator.** See the definition of Benefits Administrator.

**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.

**Coinsurance.** The percentage of the Allowable Charge that you pay for covered services. Other cost-sharing requirements may apply. See the "Cost Sharing" section for more information.

**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 (including Participating Companies) or any successor or successors thereof.

**Company Extended Coverage or CEC.** Continued coverage under the Program that may be available to you or your dependents in limited circumstances. For more information, see the "When Coverage Ends" section.

**Company Self-Funded Option.** A coverage option under the Program, the Benefits under which are not funded through insurance.

**Congenital Anomaly.** A condition or conditions that is present at birth regardless of causation. Such conditions may be hereditary or due to some influence during gestation.

**Coordination of Benefits (COB).** The method of determining which health plan pays a plan participant's Claims first (primary), which pays second (secondary) and, in some cases, which pays third (tertiary), when the participant has coverage under more than one health plan, to avoid the insured's total benefits exceeding 100 percent of the medical expenses. See the "Coordination of Benefits" section for more information.

**Co-pay (Co-payment).** The specific fixed dollar amount (for example \$15) you pay for certain dental services under the Program. See the "Benefits At A Glance" subsection of the "What Is Covered" section for further information.

**Copayment Basis Schedule (CBS).** A list of the "National Average" for each covered dental procedure.

**Cost of Coverage.** The total cost to the Plan to provide Benefits under the Program. With respect to the Fully-Insured Managed Care Option, the Cost of Coverage is the Applicable Premium Rate. With respect to the Company Self-Funded Options, it is the Company Self-Funded Premium Equivalent Rate. See these specific definitions for more information.

**Course of Treatment.** The continuous treatment of a person for a condition. Coverage Plan. See the "Coordination of Benefits" section.

**Covered Person.** Either the Eligible Employee, Eligible Former Employee or an Eligible Dependent if, and only if, the individual is enrolled under the Program. References to "you" and "your" throughout this SPD, except with respect to eligibility and enrollment, are references to a Covered Person. See the "Eligibility and Participation" section for eligibility provisions.

**Crown.** The portion of a tooth covered by enamel.

**Dental Health Maintenance Organization (DHMO).** An option that provides benefits under an insured arrangement and not through a Company Self-Funded arrangement.

**Dental Hygienist.** A person trained in an accredited school and who is licensed by the state to practice the art of dental Prophylaxis and practice under the direction and supervision of a Dentist.

**Dentist.** A person licensed to practice dentistry by the governmental authorities having jurisdiction over the licensing and practice of dentistry in the locality where the service is rendered. As used in this Dental Program, the term Dentist also includes a licensed physician authorized by his/her license to perform the particular dental service he/she has rendered.

**Denture.** A device replacing missing teeth.

**Diagnostic Services.** Professional services rendered for the diagnosis of your symptoms and that are directed toward evaluation or progress of a condition, disease or Injury.

**Disabled Child(ren).** Your Child who is over the limiting age and meets the requirements to be eligible for Program coverage due to disability. See the "Eligible Dependents" section for more information.

**Domestic Partner.** 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.

**Eligible Dependent.** An individual who is eligible to participate in the Program as described in the "Eligible Dependents" section.

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

**Eligible Expenses.** The maximum amount on which payment is based for covered services. This may be called "Allowable Charge", "allowed amount," "payment allowance" or "negotiated rate." The Program will not pay Benefits toward any amount above the Eligible Expense for a covered dental service.

**Eligible Former Disabled Employee.** An Employee who has terminated employment with a Participating Company or former Participating Company and who meets the eligibility requirements for Program coverage described in the applicable SPD for Eligible Former Disabled Employees.

**Eligible Former Employee.** An Employee who has terminated employment with a Participating Company or former Participating Company and who meets the eligibility

requirements for Program coverage described in the applicable Eligible Former Employees (or Retiree) SPD.

**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 Controlled Group.

- 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 Frontier 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 Frontier 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 company.
- 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 Frontier Participating Company that constitutes income from sources within the United States (within the meaning of Section 861(a)(3) of the Code).

**Employer.** The Frontier Controlled Group Member that issues your paycheck/that pays you.

**Endodontics.** Procedures used for prevention and treatment of diseases of the dental pulp such as pulp capping and root canal work.

**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.

**Expense Incurred.** The actual billed cost for a service or procedure; except when the Provider has contracted directly or indirectly or negotiated with the Benefits Administrator for a different amount.

**Explanation of Benefits (EOB).** A statement you receive after a Benefits Administrator has processed your Claim for Benefits. The EOB shows the expenses submitted for payment, the Allowable Charge for Eligible Expenses, the amount of Benefits payable and any amounts you must pay.

**Family Coverage.** Coverage for a Covered Person and more than one dependent as described in the “Levels of Coverage” section.

**FDA.** The U.S. Food and Drug Administration (FDA). A federal regulatory agency that collects and analyzes data about medications to determine if they are safe for manufacture and sale to consumers.

**Fill.** The dispensing of a prescription medication.

**Fixed Bridge.** A cemented Prosthesis that replaces one or several teeth. It consists of Pontics held in place by retainers on the Abutment teeth.

**Flexible Enrollment.** See the “Flexible Enrollment” section for a description of Flexible Enrollment and groups eligible.

**Fluoride.** A solution that is applied topically to the teeth for the purpose of preventing dental decay.

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

**Frontier Controlled Group.** Frontier Controlled Group includes any of the following:

- A corporation that is a member of the controlled group of corporations within the meaning of section 414(b) of the Code of which the Company is a member.
- Trade or business (whether or not incorporated) with which the company is under common control as defined in section 414(c) of the Code.
- Other entity is required to be aggregated with the company and treated as a single employer under section 414(o) of the Code.

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

**Illness.** A disorder of the body or mind, and pregnancy. Pregnancy shall include normal delivery, cesarean section, miscarriage, abortion, or any complications resulting from Pregnancy.

**Impression.** A negative reproduction of a given area. For example, in Bridgework, an Impression of a tooth (Abutment) that has been prepared for an Inlay or Crown.

**Injury.** Bodily damage from trauma other than Sickness, including all related conditions and recurrent symptoms.

**Inlay.** A Restoration made to fit a prepared tooth cavity and then cemented into place.

**Legal Guardian or Legal Guardianship.** A legally declared guardian under applicable state law between you and/or your Spouse/Partner and a Child, if a court of competent jurisdiction has issued a guardianship order assigning to you and/or your Spouse/Partner sole and exclusive care, custody and control of the Child, as well as exclusive financial and legal responsibility for the Child.

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

- Who is a Registered Domestic Partner, or

- With whom an Eligible Employee, Eligible Former Employee or participant, as applicable, 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 to those afforded to a Spouse.

**List of Dental Services.** The list of certain dental services and the scheduled limit, if any, for each service set forth in the “Covered Services” section. See the Benefits at a Glance table for Scheduled Amounts for the most commonly used covered services. A complete List of Dental Services may be obtained from the Benefits Administrator, free of charge, upon request.

**List of Orthodontic Procedures.** The list of certain Orthodontic Procedures and the scheduled limit, if any, for each service set forth in the Covered Services section. See the Benefits at a Glance table for Scheduled Amounts for covered services. A complete List of Orthodontic Procedures may be obtained from the Benefits Administrator, free of charge, upon request.

**Malocclusion.** An abnormal relation of the opposing teeth when brought into habitual opposition.

**Medicaid.** The program providing health care benefits under Title XIX of the Social Security Act of 1965, as amended.

**Medically Necessary or Medical Necessity.** See “Definition of Medically Necessary” in the “Limitations on Benefit Payments” section for details regarding how the Benefits Administrator determines Medically Necessary Services, including examples of what is Medically Necessary and what is not considered Medically Necessary.

**Medicare.** The insurance program established by Title XVIII, United States Social Security Act, as amended by 42 U.S.C. Sections 1394, et seq., and as later amended.

**Negotiated Rate.** The agreed-upon payment for a Covered Service between the applicable Benefits Administrator and the Provider.

**Net Credited Service (NCS).** See Term of Employment definition.

**Network.** The group of Providers of health care services that have an agreement in effect with the applicable Benefits Administrator or an affiliate (directly or through one or more other organizations) which the Benefits Administrator makes available for use by the Program.

**Network Area.** The area covered by a Provider. See the “How Network Areas Are Determined” section for more information.

**Network Benefits.** Benefits for covered services that are provided by a Network Provider. See the “Network Benefits” subsection in the “Network Coverage” section for dental information.

**Network General Dentist (NGD).** A Dentist who is practicing general dentistry (not a specialist) and is listed as a Network Provider by the Benefits Administrator.

**Network Provider.** A Provider who has contracted to participate in the applicable Benefits Administrator’s Network available under the Program. Also referred to as In-Network Provider or Preferred Provider. A complete List of Network Providers may be obtained from the Benefits Administrator, free of charge, upon request.

**Non-Network Provider.** A Provider who has not contracted to participate in the applicable Benefits Administrator's Network available under the Program.

**Non-Network Benefits.** Benefits for covered services that are provided by a Non-Network Provider. See the "Non-Network Coverage" section for a description of Non-Network Benefits provided under the Program.

**Notification.** A written or oral notice provided by you, your Provider or your representative to the applicable Benefits Administrator using the procedure specified by the Benefits Administrator. See the "Predetermination of Benefits" section for information and a list of covered services that require Notification.

**Occlusal.** Occlusal is the chewing or biting surface of a tooth.

**Onlay.** An Occlusal rest or Restoration that is extended to cover the entire surface of the tooth. It often is used to restore lost tooth structure and increase the height of the tooth.

**Oral Surgery.** A surgical procedure for removal of teeth.

**Orthodontics.** The branch of dentistry primarily concerned with the detection, prevention and correction of abnormalities in the positioning of the teeth in their relationship to the jaws, commonly referred to as straightening teeth.

**Partial Denture.** An Appliance that replaces one or more, but less than all, of the natural teeth and associated structures. It is supported by the teeth and/or the gums; and may be removable or fixed, one side or two sides.

**Participating Company.** Any Frontier Controlled Group member which has elected to participate in the Program subject to approval by Frontier.

**Partner.** Your Legally Recognized Partner (LRP) or, if eligible and enrolled in the Program, your Domestic Partner. See the definitions of Legally Recognized Partner and Domestic Partner for information.

**Patient Charge Schedule (PCS).** See the List of Dental Services definition. A Patient Charge Schedule may be obtained from the Benefits Administrator, free of charge, upon request.

**Periapical.** Enclosing or surrounding the tissues and bony sockets of the teeth.  
**Periodontal.** The tissue immediately around the teeth.

**Periodontics.** Nonsurgical and surgical procedures for treatment of the supporting area around the teeth such as scaling and root planning.

**Periodontal Splinting.** A device used to support, protect, or immobilize oral structures that have been loosened due to Periodontal disease.

**Plan.** Frontier Communications Health Care Plan. The Program is part of the Plan. References to the Plan shall include the Program, and references to the Program shall also include the Plan.

**Plan Year.** The calendar year beginning January 1 and ending December 31.

**Pontic.** The part of a Fixed Bridge that is suspended between the Abutments and that replaces a missing tooth or teeth.

**Post-Employment Benefits.** Program coverage (excluding COBRA) made available to a former Employee who meets eligibility requirements for continued Program coverage after

the Employee terminates employment. See the “What Happens When You Leave The Company” section for information.

**Preauthorization.** Written or oral approval of a covered dental service received from the applicable Benefits Administrator before the covered dental service is delivered. See the “Predetermination of Benefits” section for information and a list of covered services requiring Preauthorization.

**Preferred Provider Organization (PPO).** The group of Providers of health care services that have an agreement in effect with the Benefits Administrator or an affiliate (directory or through one or more other organizations) who have agreed to participate in the PPO Network which the Benefits Administrator makes available for use by the Program.

**Premium Equivalent Rate.** The projected average cost of a Company Self-Funded Option for a specified level of coverage, such as “Individual” or “Family.”

**Premium Rate.** See the definition of Applicable Premium Rate.

**Primary Subscriber.** An Active Employee, Eligible Former Employee, or surviving Spouse/Partner/dependent who is eligible and enrolled for coverage. A Primary Subscriber is not an Active Employee, Eligible Former Employee, or surviving Spouse/Partner/dependent who is covered as a dependent on another Active Employee's, Eligible Former Employee's, or surviving Spouse/Partner/dependent's coverage.

**Program.** The component part of the Plan providing Benefits for Covered Health Services to enrolled eligible individuals under the specified terms and conditions. See the “Using this Summary Plan Description” section for information.

**Prophylaxis.** The removal of tartar and stains from the teeth by a Dentist or Dental Hygienist. Prosthesis. An artificial replacement of one or more natural teeth and/or associated structures.

**Prosthodontics.** Services to replace one or more teeth (except wisdom teeth) extracted while covered under the Program including:

- Initial installation of Fixed Bridgework including Inlays and Crowns to form supports;
- Initial installation of Partial or Full Removable Dentures including adjustments during the six month period after installation;
- Addition of teeth to an existing Partial Removable Denture or to Bridgework;
- Initial installation of a Permanent Full Denture that replaces within 12 months a temporary Denture; and
- Replacing an existing Partial Denture, Full Removable Denture or Fixed Bridgework.

**Provider.** Any Dentist or specialist Dentist licensed to render dental services, and practicing within the scope of that license.

**Quadrant.** A quarter of the mouth such as the upper right jaw, lower right jaw, etc.

**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 a covered Employee or former 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.

**Reasonable and Customary.** The fees charged by your Dentist or the Provider to the majority of patients for a similar service that falls within the range of usual fees charged by Dentists or Providers with similar training and experience for the same or similar service within the same geographical area. The Reasonable and Customary determination made by the Claims Administrator may limit your Benefit.

**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.

**Restoration.** A broad term applied to any Inlay, Crown, Bridge, Partial Denture or Complete Denture that restores or replaces loss of tooth structure, teeth or oral tissue. The term applies to the end result of repairing and restoring or reforming the shape, form and function of part or all of a tooth or teeth.

**Root Canal Therapy/Endodontic Therapy.** The treatment of a tooth having a damaged pulp usually performed by removing the pulp, sterilizing the pulp chamber and root canals and filling these spaces with sealing material.

**Scale.** The removal of calculus (tartar) and stains from teeth with special instruments.

**Scheduled Amount.** The amount of benefits paid according to a fixed schedule of benefits under a PPO Option.

**Space Maintainers.** A Fixed or Removable Appliance (installed to replace prematurely lost or extracted teeth) designed to maintain existing space by preventing adjacent or opposing teeth from moving.

**Spouse.** The person to whom you are legally married under applicable state or foreign law, including through Common Law Marriage. (Civil unions are not considered marriages for this purpose.)

**Summary Plan Description (SPD).** Each of the Program descriptions that are required by Section 102 of ERISA that provide a summary of the dental Benefits under the Program.

**Temporary Employee.** An individual who is classified as a “Temporary Employee” by a Participating Company.

**Temporomandibular Joint (TMJ) Syndrome.** A disorder, disease or dysfunction of the temporomandibular joint.

**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 pension benefit plan the Employee participates in as of termination of employment.

**Termination Date.** The day immediately following an Employee’s last day on active payroll.

**Topical.** Painting the surface of teeth as in Fluoride treatment or application of a cream-like Anesthetic formula to the surface of the gum.

**Type A Services.** Any dental services for certain diagnostic and preventive care included in the List of Dental Services. See the List of Dental Services definition above for additional information.

**Type B Services.** Any dental services for certain restorative, Oral Surgery, Periodontic, Endodontic, and Prosthodontic care included in the List of Dental Services. In addition, Type B Services include certain Orthodontic procedures included in the List of Orthodontic Procedures. See the List of Dental Services and List of Orthodontic Procedures definitions above for additional information.

## APPENDIX A: CHANGE-IN-STATUS EVENTS

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### Change-in-Status Events

The following provides further clarification on the Change-in-Status Events and actions you are able to take during those Change-in-Status Events.

#### ***Change in Legal Marital or Partnership Status***

You may change your enrollment if you experience a marriage, partnership, divorce, death of Spouse/Partner, termination of partnership, legal separation or legal annulment.

For specific information about dependent eligibility, see the “Eligible Dependent” information detailed in the “Eligibility and Participation” section.

Change in Legal Marital or Partnership Status	Changes Permitted	Notes
Marriage or Partnership	AD, AS, DD, E, W	E, AD, AS: For newly eligible Spouse/Partner and any dependent Child(ren) of Employee or new Spouse/Partner.  DD, W: Only if coverage is effective under new Spouse/Partner’s dental plan.
Death of Spouse/Partner'	AD, DD, DS, E	E, AD: Only if you lose coverage under your Spouse/Partner’s dental plan.  DD: Only if other dependent loses coverage under your Spouse/Partner’s dental plan.
Divorce, Legal Separation, Legal Annulment or Dissolution of Partnership	AD, DD, DS, E	E, AD: Only if you or your dependent loses coverage under your Spouse/Partner’s dental plan.  DD: Only if dependent loses coverage under your Spouse/Partner’s dental plan.

***Change in Number of Dependents or Dependent Eligibility***

You may change your enrollment if your dependent experiences a gain or loss of dependent status including birth, adoption, placement for adoption and death.

<b>Change in Number of Child Dependent(s)</b>	<b>Changes Permitted</b>	<b>Notes</b>
Birth, Adoption or Placement for Adoption	AD, AS, E, W	W: Only if dental coverage is effective under your Spouse/Partner's dental plan.
Death of Child Dependent	DD	You may only drop the deceased dependent.

***\*If a Dependent Dies***

If your dependent dies, you must notify the Fidelity Service Center at 800-416-2363. Although you are not required to notify the Fidelity Service Center within a specified period of time after the death of your dependent, please contact the Center as soon as possible to initiate the appropriate changes to your Program coverage.

***Dependent Satisfies or Ceases to Satisfy Dependent Eligibility Requirements***

In addition to birth and adoption, there are other Change-in-Status Events that may affect your dependent's eligibility under the Program and permit you to enroll the dependent. This applies to both your Spouse and Child dependents. There are many events which affect a dependent's eligibility under the Program including circumstances where a dependent:

- Reaches the maximum age for adult dependent Child coverage under the Program.
- Loses eligibility as a Spouse or dependent Child under the terms of the Program.
- Becomes your legal dependent.
- Becomes your certified disabled dependent Child.

<b>Change in Dependent Status</b>	<b>Changes Permitted</b>	<b>Notes</b>
Gain of Dependent Status	AD, AS, E, W	E, AD, AS: For the dependent only. W: Only if there is a gain of coverage under another health plan.
Loss of Dependent Status	DD	May only drop coverage for the newly ineligible dependent.

### ***Change in Employee's Employment Status***

You may change your enrollment if you experience a change in employment that affects your eligibility under the Program including: termination of employment, commencement of employment, strike or lockout, commencement of an unpaid LOA, termination of an unpaid LOA, change in worksite that constitutes a change in employment status.

**IMPORTANT:**

- (1) A change in employment status generally does not apply unless Benefit eligibility under the Program is affected as a result of the event.
- (2) A change in financial circumstance (for example, a pay reduction) is not considered a change in employment status unless it affects eligibility under the Program.

<b>Change in Employee Employment Status</b>	<b>Changes Permitted</b>	<b>Notes</b>
Gain of Eligibility Due to a Change in Employee's Work Schedule or Employment Status	AD, AS, E	Only if eligibility for dental coverage option is gained.
Loss of Eligibility Due to a Change in Employee's Work Schedule or Employment Status	C, DD, DS, W	
Employee Commences Strike or Lockout Resulting in a Change in Benefit Eligibility	W	Participants must lose eligibility and coverage.
Employee Returns From Strike or Lockout Resulting in a Change in Benefit Eligibility	AD, AS, E	
Employee Rehires Within 30 Days of Termination	Reinstate prior enrollment	No change permitted unless there is another permissible status change within that 30 day period.
Employee Rehires After 30 Days Following Termination	AD, AS, E	You may enroll and make new enrollment choices.

### ***Change in Spouse's or Dependent's Employment Status***

You may change your enrollment if your Spouse/Partner or dependent experiences a gain or loss of eligibility for dental coverage under another employer's plan as a result of a change in their employment status. Your change in enrollment for that individual under the Program must correspond with their specific Change-in-Status Event.

For example, if your dependent loses eligibility under his employer's dental plan due to a reduction of hours, you could change your enrollment to add him to your Program coverage. However, you could not change your election to drop all coverage under the Program.

<b>Change in Spouse/Partner or Dependent's Employment Status</b>	<b>Changes Permitted</b>	<b>Notes</b>
Gain of Employment	DD, DS, W	Enrollment changes under the Program are only permitted for you, your Spouse/Partner or dependent who gain coverage under another employer's dental plan.
Loss of Spouse's Employment	AD, AS, E	AD, AS, E: Only with respect to you, your Spouse/Partner or dependent who lose coverage under another employer's dental plan.
Change in Work Schedule that Triggers a Loss of Eligibility Under their Employer's Dental Plan	AD, AS, E	AD, AS, E: Only with respect to the individual who lost coverage under another employer's plan.
Change in Work Schedule that Triggers a Gain of Eligibility under their Employer's Dental Plan	DD, DS, W	Only with respect to the individual who gains coverage under another employer's plan.
Spouse/Partner or Dependent Commences a Strike or Lockout	AD, AS, C*, E	*Only if there is a loss in coverage consistent with the event.
Spouse/Partner or Dependent Returns from a Strike or Lockout	DD, DS, W	AD, AS, E: Only with respect to the individual who lost coverage under another employer's plan.

### ***Change in Residence***

If you experience a change of residence that affects eligibility under the Program, you are permitted to make an enrollment change. For example, you may change your option enrollment if, as a result of a move, you are no longer eligible for the dental benefit option you are enrolled in.

<b>Change in Residence</b>	<b>Changes Permitted</b>	<b>Notes</b>
Relocation Triggers Gain in Eligibility	AD, AS, E	
Relocation Triggers Gain in Dental Benefit Option Availability	AD, AS, E	Only if eligibility for coverage option is gained.
Relocation Triggers Loss in Eligibility	W	

Relocation Triggers a Loss of Dental Benefit Option Availability	W	Only if eligibility for coverage option is lost.
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***Change in Benefit Coverage Under Another Employer's Plan***

You may change your enrollment to add or drop dental coverage for you, your Spouse/Partner or dependent if any of you gain or lose coverage under another employer's dental plan.

<b>Change in Benefit Coverage</b>	<b>Changes Permitted</b>	<b>Notes</b>
Gain of Dental Coverage under Another Employer's Plan	DD, DS, W	
Loss of Dental Coverage under Another Employer's Dental Plan	AD, AS, E	AD, AS: Only with respect to the Spouse/Partner or dependent who lost coverage under another employer's dental plan.
Spouse/Partner or Dependent's Annual Enrollment Does Not Correspond with the Program's Annual Enrollment Period	AD, AS, DD, DS, E, W	AD, AS, DD, DS, E, W: Changes are permitted that reflect corresponding changes in non-Frontier Spouse/Partner or dependent's dental plan.
You Gain Eligibility Under Another Employer's Dental Benefit Plan(s)	DD, DS, W	If Employee, Spouse/Partner and/or dependent coverage under other employer's dental plan is effective.
You Lose Eligibility Under Another Employer's Dental Benefit Plan(s)	AD, AS, E	

**Loss of Coverage Under a Government or Educational Institution**

You may change your enrollment if you experience a loss of group health coverage sponsored by an educational or governmental institution (for example: student health coverage provided by a university, coverage due to military service or certain Indian tribal programs, etc.).

**IMPORTANT:** There is no change in enrollment permitted for a gain of coverage from a government or educational institution. However, there are special rules for a gain or loss of Medicaid or state sponsored Children’s Health Insurance Program (CHIP) coverage. See the “Change in Medicaid and CHIP Coverage” section below.

<b>Loss of Educational or Governmental Institutional Coverage</b>	<b>Changes Permitted</b>	<b>Notes</b>
Your Loss of Other Government or Educational Institution Coverage (for example state risk pool coverage, student coverage under a university health plan, tribal coverage, etc.)	AD, AS, C, E	Note: Loss of coverage under state Medicaid or CHIP programs will permit you a 60 day enrollment period.
Spouse/Partner or Dependent’s Loss of Other Government or Educational Institution Coverage (for example state risk pool coverage, student coverage under a university health plan, tribal coverage, etc.)	AD, AS, C, E	Note: Loss of coverage under state Medicaid or CHIP programs will permit you a 60 day enrollment period.

**Gain or Loss of Medicaid Coverage and CHIP Premium Assistance**

You may change your enrollment if you experience a gain or loss of Medicaid coverage or premium assistance provided under a state sponsored CHIP program.

**Note:** This Change-in-Status Event permits an extended enrollment period of 60 days from the date of the event.

Gain or Loss of Medicaid Coverage and CHIP Premium Assistance	Changes Permitted	Notes
Your Gain of Medicaid Coverage or CHIP Premium Assistance	W, C	
Your Spouse/Partner or Dependent's Gain of Medicaid Coverage or CHIP Premium Assistance	DD, DS,	
Your Loss of Medicaid Coverage or CHIP Premium Assistance	AD, AS, C, E	
Your Spouse/Partner or Dependent's Loss of Medicaid Coverage or CHIP Premium Assistance	AD, AS, E	

***Change in Cost***

You may change your enrollment if you experience a significant increase or decrease in your portion of the cost of your dental option under the Program during a period of coverage.

You may also change your enrollment if your Spouse/Partner or dependent experiences a significant increase or decrease in the cost of another employer's dental plan.

Enrollment changes may include revoking existing coverage and enrollment in a similar alternative coverage or waiving coverage altogether.

If the cost of a dental option significantly decreases, eligible individuals who have not enrolled in the Program may enroll. Those already enrolled in the Program may change their current dental option to the option with the lower cost.

The Frontier Benefits Service Center generally will notify you of increases or decreases in the cost of dental coverage.

If there is an insignificant increase or decrease in the cost of your current dental option, the Frontier Benefits Service Center may automatically adjust your enrollment contributions to reflect the minor change in cost and you will not be permitted to change your dental coverage.

<b>Change in Cost</b>	<b>Changes Permitted</b>	<b>Notes</b>
Significant Increase in Cost of Your Dental Benefit Option	AS, AD, DD, DS, E, W	May change enrollment to match cost increase  OR W and AD, AS, E: Another dental benefit option providing similar coverage  OR W, DD, DS: If no other dental benefit option provides similar coverage
Significant Decrease in Cost of Your Dental Benefit Option	AS, AD, DD, DS, E, W	May change enrollment to match the cost decrease  OR W, DD, DS: Current option and AD, AS, E: Drop other dental benefit option and add the dental benefit option with decreased cost
Increase in Cost Under Spouse/Partner or Dependent's Employer's Benefit Plan	AD, AS, E	
Decrease in Cost Under Spouse/Partner or Dependent's Employer's Benefit Plan	DD, DS, W	
You, your Spouse/Partner or Dependent Experience a Complete Loss of Dental Plan Subsidy from Another Employer	E, AD, AS	

***Change in Coverage Under Another Employer's Plan***

You may make an enrollment change if you experience a change under another employer's plan (including a plan of your Spouse's or Dependent's employer) if the enrollment change is on account of and corresponds with the change and the other plan permits its participants to make an enrollment change.

<b>Change in Enrollment Under Another Employer's Plan</b>	<b>Changes Permitted</b>	<b>Notes</b>
Increase in Coverage Under Spouse/Partner or Dependent's Employer's Benefit Plan	DD, DS, W	If coverage under other employer's plan is effective.

<b>Change in Enrollment Under Another Employer's Plan</b>	<b>Changes Permitted</b>	<b>Notes</b>
Decrease in Coverage Under Spouse/Partner or Dependent's Employer's Benefit Plan	AD, AS, E	AD, AS, E: If coverage under another employer's plan is decreased or dropped.

***Addition or Significant Improvement of Benefit Plan Option***

You may change your enrollment if the Program adds a new dental benefit option or significantly improves an existing dental benefit option; the Plan Administrator may permit you to enroll in the new or improved dental benefit option.

If a dental option is added or significantly improves, eligible individuals who have not enrolled in the Program may enroll.

If an addition or significant improvement is made under your Spouse/Partner or dependent's dental plan, you may change your enrollment under the Program consistent with those changes.

<b>Addition or Significant Improvement of Benefit Plan Option</b>	<b>Changes Permitted</b>	<b>Notes</b>
Addition or Significant Improvement of a Program Dental Benefit Option	AD, AS, DD, DS, E, W	DD, DS, W then AD, AS, E: May drop current dental benefit option and elect the new or significantly improved dental benefit option. AD, AS: If previously enrolled in a dental benefit option, you may elect the new or significantly improved dental benefit option.
Addition or Significant Improvement of Dental Benefit Option to Spouse/Partner or Dependent's Employer's Benefit Plan	DD, DS, W	Only if coverage under another employer's plan is effective.

**Significant Curtailment of Coverage (With or Without Loss of Coverage)**

You may change your enrollment if you experience a significant curtailment of coverage under the Program during a period of coverage. In this case, you may change your enrollment for an existing dental benefit option even if there is no loss of coverage. An enrollment may be changed to a different dental benefit option or, in some cases, drop coverage if no similar coverage option is available under the Program.

Coverage is “significantly curtailed” only if there is an overall reduction in coverage provided under the Program that reduces coverage generally.

<b>Significant Curtailment of Coverage</b>	<b>Changes Permitted</b>	<b>Notes</b>
Significant Curtailment or Termination of Coverage With or Without a Loss of Coverage	DD, DS, W	
Significant Curtailment or Termination of Spouse/Partner or Dependent Coverage under Another Employer’s Dental Benefit Plan	AD, AS, E	You may only change your election if there is a loss of coverage and no similar coverage is available under another employer’s plan.

**Medicare or Medicaid**

If you, your Spouse/Partner, or dependent becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid, then you may reduce or cancel that person’s accident or health coverage under the Program. Similarly, if you, your Spouse/Partner or your dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then you may elect to enroll or increase that person’s coverage under the Program.

<b>Change Due to Medicare or Medicaid</b>	<b>Changes Permitted</b>	<b>Notes</b>
You Gain Medicare or Medicaid Coverage	C, W	
You Lose Medicare or Medicaid Coverage	AD, AS, C, E	
Spouse/Partner Gains Medicare or Medicaid Coverage	DD, DS	If Spouse/Partner or dependent enrolls in Medicare or Medicaid coverage.
Spouse/Partner Loses Medicare or Medicaid Coverage	C, E, AD, AS	AD, AS, E: If Spouse/Partner or dependent loses Medicare or Medicaid coverage.

**Leave of Absence (LOA)**

You may change your enrollment if you, your Spouse/Partner or dependent begin or return from an LOA.

Common LOAs that trigger the right to a change in enrollment are: federal Family and Medical Leave Act (FMLA), state family and medical leave, federal military leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA), unpaid personal leave, etc.

<b>Change Due to LOA</b>	<b>Changes Permitted</b>	<b>Notes</b>
You begin an LOA	DD, DS, W	Whether paid or unpaid whether FMLA or non-FMLA.
You return from an LOA	AD, AS, E	Whether paid or unpaid whether FMLA or non-FMLA.
Spouse/Partner or Dependent Begin an Unpaid LOA (including a FMLA leave) Resulting in a Loss of Eligibility under Another Employer's Dental benefit plan	AD, AS, E	AD, AS, E: Only with respect to Employee, Spouse/Partner who lost coverage under another employer's plan.
Spouse/Partner or Dependent Returns from an Unpaid LOA (including a FMLA leave) Resulting in a Gain of Eligibility Under Another Employer's Dental Benefit Plan	DD, DS, W	Only with respect to you, your Spouse/Partner who gains coverage under another employer's plan.
Spouse/Partner or Dependent Starts an Unpaid LOA (Non-FMLA) Without a Change in Eligibility under Another Employer's Plan	AD, AS, E	Only with respect to you, your Spouse/Partner who loses coverage under another employer's plan.
Spouse/Partner or Dependent Returns from an Unpaid LOA (Non-FMLA) Without Change in Eligibility Under Another Employer's Plan	DD, DS, W	Only with respect to you, your Spouse/Partner who gain you, your Spouse/Partner's coverage under another employer's plan.

**Judgments, Orders and Decrees**

If a judgment, court order or judicial decree resulting from a divorce, legal separation, annulment or change in legal custody requires dental coverage for your Spouse/Partner or dependent, you (or in some cases, the Program) may make a change to your enrollment to meet the legal obligation. While the judgment order or decree will cause you to be able to

make the change in enrollment, it will not cause a Spouse or dependent to be eligible for coverage.

In addition, coverage may be dropped for the dependent if another person (e.g. your former Spouse) is required to cover the dependent.

*Note: This enrollment change does not apply to voluntary changes in responsibility for dental coverage of a dependent between ex-Spouses.*

<b>Change in Coverage Under a Judgment, Order or Decree</b>	<b>Changes Permitted</b>	<b>Notes</b>
QMCSO or Court Order Requiring You to Cover a Dependent	AD	
QMCSO or Court Order Requiring Another Individual to Cover Your Dependent	DD	
Expiration or Termination of a QMCSO or Court Order	W, DD	

***Change in COBRA Continuation Coverage***

<b>Change in COBRA Continuation Coverage</b>	<b>Changes Permitted</b>	<b>Notes</b>
Mid-Year Expiration of Maximum Coverage Period of COBRA Continuation Coverage Under Another Employer's Group Health Plan	AD, AS, C, E: Only with respect to the individual who lost coverage under another employer's plan.	<p>You must exhaust the maximum COBRA coverage period available to you in order to make this change in enrollment.</p> <p>In general, you will not be permitted to make this change if your COBRA continuation coverage is terminated by you or your COBRA continuation coverage Provider before the maximum period of coverage.</p>

**Status Change Codes:**

E	Enroll yourself and/or your Eligible Dependent under the Program
AS	Add your Spouse/Partner to dental coverage under the Program
DS	Drop dental coverage for your Spouse/Partner under the Program
AD	Add your Eligible Dependent(s) to dental coverage under the Program
DD	Drop dental coverage for your dependent under the Program
W	Waive or terminate your dental coverage enrollment under the Program
C	Change dental coverage options under the Program