

Summary Plan Description



IMPORTANT BENEFITS INFORMATION

AT&T Health Reimbursement Account Program

This summary plan description (SPD) is a guide for using the AT&T Health Reimbursement Account Program (Program), a component program under the AT&T Umbrella Benefit Plan No. 2.

Please keep this SPD for future reference.

DISTRIBUTION: Distributed to certain active Bargained and former Bargained Employees of AT&T Companies listed in *Appendix A, "Participating Companies and Applicable Bargaining Agreements,"* who may be eligible to participate as described in the "Eligibility and Participation" section.

NIN: 78-26602



Health Reimbursement Account

Summary Plan Description | January 2013

IMPORTANT INFORMATION

In all cases, the official documents for the Plan govern and are the final authority on the terms of the Plan. AT&T reserves the right to terminate or amend any and all of its employee benefit plans or programs. Participation in the plans and programs is neither a contract nor a guarantee of future employment.

What Is This Document?

This is a summary plan description (SPD) for the AT&T Health Reimbursement Account Program (Program) under the AT&T Umbrella Benefit Plan No. 2 (Plan) and together constitute the Plan document.

This booklet contains a summary in English of your rights and benefits under the AT&T Health Reimbursement Account Program. If you have difficulty understanding any part of this booklet, please contact the AT&T Benefits Center at **877-722-0020**, between 7 a.m. and 7 p.m. CST, Monday through Friday.

Este documento contiene un resumen, en inglés, al AT&T Health Reimbursement Account Program. Si usted tiene dificultad en entender este documento, entre en contacto por favor con el AT&T Benefits Center en **877-722-0020**, entre 7 a.m. and 7 p.m. CST, Lunes a Viernes.

What Action Do I Need to Take?

You should review this SPD and keep it for future reference.

Why Did I Receive This Document?

You are receiving this SPD because the Program's records indicate that you are or were a Participant in the Program. Please see the Eligibility and Participation section of this SPD to determine your eligibility for benefits under this Program.

What Has Changed?

This SPD describes Program benefits as of Jan. 1, 2013, unless otherwise noted below. Changes communicated through summaries of material modifications are incorporated. While you should review the entire SPD, please note the following list of important changes:

- Bargaining changes effective Jan. 1, 2012, for Legacy T and Midwest CWA have been incorporated;
- Bargaining changes effective in 2013 and later years for Legacy T, Midwest and Mobility CWA have also been incorporated;
- A new Participating Company and Applicable Collective Bargaining Agreements list is attached as *Appendices A-1* and *A-2*; and
- The names, websites, phone numbers and addresses for Administrators are included.

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 AT&T 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 details of the Program. Also, throughout this SPD, there are cross-references to other sections in the SPD. Please consult the Table of Contents to help you locate these cross-referenced sections.

Keep your SPD for your future reference. It is your primary resource for your questions about the Program.

Questions?

If you have questions regarding information in this SPD, contact the applicable Administrators. Contact information is provided in the "Contact Information" section.

CONTENTS AT A GLANCE

Using This Summary Plan Description.....	5
Overview	6
Eligibility and Participation	6
HRA Crediting	9
How the HRA Works.....	14
Eligible Expenses.....	16
Reimbursements From Your HRA.....	21
Claims and Appeals Procedures.....	22
Claim for Eligibility	23
Claim for Benefits.....	25
Plan Administration	28
Plan Information.....	30
ERISA Rights of Participants.....	32
Extension of Coverage — COBRA.....	34
Other Plan Information	39
Contact Information	42
Information Changes and Other Common Resources	46
Definitions.....	47

Appendix A-1: Participating Companies and Applicable Collective Bargaining Agreements

Appendix A-2: Former Participating Companies and Applicable Collective Bargaining Agreements

Appendix B-1: Active Employee – Eligible Persons, HRA Crediting Date, and HRA Crediting Amounts by Year

Appendix B-2: Former Employees: Employee Groups, HRA Crediting Date and HRA Crediting Amounts

USING THIS SUMMARY PLAN DESCRIPTION

KEY POINTS

- *The AT&T Umbrella Benefit Plan No. 2 (Plan) is a welfare benefit plan providing health and welfare benefits through component programs.*
- *This is a Summary Plan Description (SPD) for the AT&T Umbrella Benefit Plan No. 2 (Plan) and the AT&T Health Reimbursement Account Program (Program) under the Plan.*
- *This SPD is a legal document that provides comprehensive information about the Program.*

Use this SPD to answer your questions about Program Benefits. This SPD is effective Jan. 1, 2013. Keep this SPD with your important papers.

Section References

Many sections within 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, refer to footnotes and notes embedded in the text. They clarify, offer additional information or identify exceptions that apply to certain Eligible Persons. These notes are important to fully understand your Program Benefits.

Terms Used in This SPD

Certain terms used in this SPD have specific meanings when applied to your participation. The "Definitions" section defines capitalized terms. Recognizing the defined terms will help you to better understand the information provided in this SPD.

Company Labels and Employee Group Acronyms Used in This SPD

Not all information in this SPD applies to every Eligible Person. Some Program provisions regarding eligibility and provisions of the Program benefits differ among Eligible Persons depending on your bargained classification, the Company you work for, your status as an Active Employee or Former Employee, and other factors. This SPD notes these differences. In the interest of brevity, any time an exception pertaining to a particular Company or Eligible Person group covered by a bargained contract exists, the SPD may refer to the Company or Eligible Person by an acronym rather than an official Company or Employee group name.

A complete list of the Participating Company names, acronyms and Eligible Person groups covered by collective bargaining agreements is located in *Appendix A, Participating Companies and Applicable Collective Bargaining Agreements*. If you are not sure what information applies to you, contact the Eligibility and Enrollment Vendor. See the *Eligibility and Enrollment Vendor* table in the "Contact Information" section for contact information.

OVERVIEW

KEY POINTS

- *The Program was established effective Jan. 1, 2010, pursuant to collective bargaining agreements and former Employee commitments agreed to during calendar year 2009.*
- *The Program provides Eligible Persons of Participating Companies with reimbursements of eligible health care expenses using before-tax funds.*

The Program establishes and maintains a Health Reimbursement Account (HRA) in the name of each Eligible Person. Company funds are used to credit the HRA. No Employee or Former Employee contributions or salary deferrals are permitted.

The Program is intended to qualify as an employer-provided medical reimbursement plan under Sections 105 and 106 of the Internal Revenue Code of 1986, as amended (Code) and as a health reimbursement arrangement as defined in IRS Notice 2002-45, and will be interpreted to accomplish that objective. Reimbursements under the Program are intended to be eligible for exclusion from a Participant's income under Code Section 105(b).

Eligible Persons can use amounts credited to their HRA for reimbursement of Eligible Expenses. HRA reimbursements are not subject to federal income tax.

Eligible Expenses are medical care expenses that are deductible under Code Section 213(d) – such as out-of-pocket expenses that count toward your deductibles, copayments, and coinsurance, as well as monthly contributions for certain medical plan participation, when paid on a post-tax basis.

Eligible Persons must substantiate their Eligible Expenses before receiving reimbursement from their HRA.

Unused amounts in an HRA roll over from year to year if the Eligible Person continues as a Program Participant.

ELIGIBILITY AND PARTICIPATION

KEY POINTS

- *Only an Eligible Person can participate in the Program.*
- *An Eligible Person includes certain Bargained Employees, members of certain Employee groups that have the same benefits as Bargained Employees who are Eligible Persons and certain Former Employees who elect to participate in specified Company Self-Funded Options (not a Fully-Insured Managed Care Option) under an AT&T Medical Program.*
- *Eligible Persons also include Bargained Employees who are covered under a collective bargaining agreement that includes a Success Sharing Plan that provides for employer credits to an HRA based on assumed AT&T stock rights. For a complete list of Bargained Employees with eligibility under Success Sharing Plan Agreements see the "Eligible Persons" section.*

This section summarizes the Program's eligibility provisions. If you have questions or want to confirm eligibility after reading this information, contact the Eligibility and Enrollment Vendor (see the *Eligibility and Enrollment Vendor* table in the "Contact Information" section).

Eligible Persons

You must be an Eligible Person to participate in the Program. An Eligible Person is an Active Employee or Former Employee who satisfies the following conditions:

- An Active Employee:
 - who is employed by a Participating Company and covered under an Applicable Collective Bargaining Agreement and is participating in a Company Self-Funded Option (**not** a Fully-Insured Managed Care Option) of an AT&T Medical Program on the HRA Crediting Date; or
 - who, by agreement between a union and a Participating Company, is excluded from coverage under an Applicable Collective Bargaining Agreement but for whom the Company has elected to provide the same benefits provided to Employees included in that collective bargaining agreement, and who is participating in a Company Self-Funded Option (**not** a Fully-Insured Managed Care Option) under an AT&T Medical Program on the HRA Crediting Date; or
 - whose employment relationship with a Participating Company is covered by a collective bargaining agreement that is effective on or before Sept. 23, 2010, and that includes a Success Sharing Plan (SSP)*; or

**The following collective bargaining agreements that were effective before Sept. 23, 2010, include an SSP HRA: AT&T Corp. Core Contract – CWA, AT&T Midwest Core Contract – CWA District 4, SBC Global Services, Inc., COS – CWA District 4, AT&T Midwest Core Contract – IBEW Local 21, AT&T Corp. Core Contract – IBEW (Legacy T Appendix to the AT&T Midwest Core IBEW Contract), and BellSouth Advertising & Publishing Corporation – CWA District 3.*

- whose employment relationship with a Participating Company is covered by a collective bargaining agreement that is effective after Sept. 23, 2010, and that includes an SSP**, and
 - the Active Employee is participating in an AT&T Medical Program on July 1, 2012, and on the HRA Crediting Date; or
 - the Active Employee is hired, rehired or transferred into a position covered by a collective bargaining agreement on or after July 1, 2012, and is participating in an AT&T Medical Program on the HRA Crediting Date.

***The following collective bargaining agreements that were effective on or after Sept. 23, 2010, include an SSP HRA: AT&T Corp. Core Contract – CWA, AT&T Midwest Core Contract – CWA District 4, SBC Global Services, Inc., COS – CWA District 4, and AT&T Mobility Services LLC – CWA Districts 1, 2, 3, 4, 6, 7, 9, and 13.*

- An Active Employee whose employment relationship with a Participating Company is covered by a collective bargaining agreement that includes an SSP must also be an eligible SSP HRA Participant (SSP HRA Participant) as follows:
 - Regular Employee, Temporary Employee or Term Employee, including part-time Bargained Employees, on the payroll on both the beginning and ending dates of an SSP award year and who works a minimum of three (3) months during the award year in a position covered by the collective bargaining agreements.
 - Employee on an approved leave of absence or short-term disability absence, who meets the other eligibility requirements on the ending date of the SSP award year, provided the Employee returns to active duty on or before Dec. 31 of the SSP award year.
 - Does not include certain Sales Representatives, excluding Directory Special Account Representatives, covered under the BellSouth Advertising & Publishing Corporation – CWA District 3.
- A Former Employee who terminated employment with a Participating Company during the dates listed in *Appendix B-2*, is participating in a Company Self-Funded Option (not a Fully-Insured Managed Care Option) under an AT&T Medical Program as of the HRA Crediting Date and is **not** Medicare eligible.

See *Appendix A*, Participating Companies and Applicable Collective Bargaining Agreements, for specific information. For details about Eligible Persons listed by category of Active Employee or Former Employee, see *Appendices B-1 and B-2* which include Eligible Persons, HRA Crediting Date, and HRA Crediting Amounts by Year.

IMPORTANT: Employees located in Puerto Rico are **not** eligible for an HRA.

Participation

A Participant is an Eligible Person who has available funds credited to an HRA under the Program or who had and will have additional funds credited to an HRA under the Program.

When Participation Ends

Program Participation ends on the earlier of the date:

- the Program terminates, or
- your employment as an Active Employee ends (unless you are eligible for Post-Employment Benefits under a Company Self-Funded Option of an AT&T Medical Program that you are eligible to participate in on the day your employment terminates), provided that eligibility may continue beyond such date through COBRA coverage, or
- when your HRA Account Balance has been completely used and you are no longer eligible to receive an additional HRA Crediting Amount.

Leave of Absence

If you take a leave of absence, your participation in the Program will continue as if you remained actively employed.

If you take a qualifying leave under the Family and Medical Leave Act (FMLA) or the Uniformed Services Employment and Reemployment Rights Act (USERRA), then to the extent required by the FMLA or USERRA, the Company will continue to maintain your Program benefits on the same terms and conditions as if you were still an Eligible Person.

Disability

If you are receiving short-term disability benefits under an AT&T-sponsored disability benefit plan, your disability will not affect your eligibility to participate in the Program, except as noted with respect to SSP eligibility above.

Modifications Required by the Plan Administrator

The Plan Administrator may modify your HRA or seek reimbursement from you for mistakes made

- as to your eligibility or participation,
- the credits made to your HRA, or
- the amount of HRA reimbursement paid to you.

If the Plan Administrator determines a modification is appropriate, administratively possible, and otherwise permissible under the Code and other applicable law, the Plan Administrator may allocate, withhold, accelerate or otherwise adjust such amounts as will, in its judgment, accord the credits to your HRA or reimbursements from your HRA to which you are properly entitled under the Program.

HRA CREDITING

KEY POINT

- *Your HRA crediting depends on your bargaining unit, employment status, and in the case of SSP, whether the Company stock price has improved during the SSP award year.*

If you are an Eligible Person, the Company will provide you with an HRA Crediting Amount. This section and *Appendix B* provide information on the amount and timing of your HRA Crediting Amount. An Eligible Person's HRA is credited, if applicable, with an HRA Crediting Amount on the HRA Crediting Date listed in *Appendices B-1 Active Employee or B-2 Former Employee*, which includes Employee Groups, HRA Crediting Date, and HRA Crediting Amounts. See *Appendix B* for information on HRA Crediting Amounts and HRA Crediting Dates. The HRA Crediting Date may occur within a reasonable time period following the listed HRA Crediting Date after your Coverage Tier in a Company Self-Funded Option (not a Fully-Insured Managed Care Option) under an AT&T Medical Program is determined. An SSP HRA Participant's HRA is credited with an HRA Crediting Amount on the HRA Crediting Date listed in the table that follows.

SSP HRA Participant

If you are an SSP HRA Participant you will receive the HRA Crediting Amount for an SSP award year only if you satisfy the criteria to be an SSP HRA Participant, as defined in the “Eligible Persons” section. If you are an SSP HRA Participant who is a part-time Employee, you are eligible for a prorated SSP HRA Crediting Amount based on your part-time classification (or “part-time equivalent work week”) as of the last day of the SSP award year.

Each SSP HRA Participant is awarded success units at the beginning of each award year. Success units are only valid for that award year and do not carry over to the next award year. A success unit is only used as a multiplier to determine the SSP HRA Crediting Amount. A success unit is not a share of stock nor does it have any other value. The SSP HRA Crediting Amount is based on positive AT&T stock price appreciation, determined by subtracting the value of AT&T stock as of the beginning of the award year from the value of the AT&T stock as of the end of the award year, and, if applicable, the AT&T stock dividend rate value.

2010 – 2012 SSP HRA

The information in the table below describes how the 2010-2012 SSP HRA Crediting Amount is calculated for the collective bargaining agreements that were effective before Sept. 23, 2010. The Program credits an SSP HRA Participant’s HRA once each year on the HRA Crediting Date, unless otherwise noted below, as follows:

SSP Award Year	SSP HRA Participant’s HRA Crediting Date	SSP HRA Participant’s Crediting Amount
2010 (Oct. 1, 2009, to Sept. 30, 2010)	After Sept. 30, 2010, but not later than Dec. 31, 2010	150 multiplied by [(Sept. 30, 2010, closing AT&T stock price) minus (Oct. 1, 2009, closing AT&T stock price)]
2011 (Oct. 1, 2010, to Sept. 30, 2011)	After Sept. 30, 2011, but not later than Dec. 31, 2011	150 multiplied by [(Sept. 30, 2011, closing AT&T stock price) minus (Oct. 1, 2010, closing AT&T stock price)]
2012 (Oct. 1, 2011, to Sept. 28, 2012)	After Sept. 28, 2012, but not later than Dec. 31, 2012	150 multiplied by {[(Sep. 28, 2012, closing AT&T stock price) minus (Oct. 1, 2011, closing AT&T stock price)] plus [per share AT&T dividend declared in each of December 2011, March 2012, June 2012, and September 2012]}

The stock price used to establish the SSP HRA Participant’s Crediting Amount is the closing AT&T stock price on the New York Stock Exchange. The SSP HRA Crediting Amount based on stock price appreciation applies only if there is a positive difference between the ending value and the beginning value, otherwise there is no impact to the SSP HRA Crediting Amount based on stock appreciation. The SSP HRA Crediting Amount is adjusted proportionally to reflect any stock split.

2010 SSP Payout Example	
Assumed Stock Price Oct. 1, 2009	\$25
Assumed Stock Price Sept. 30, 2010	\$30
Stock Price Appreciation (\$30 - \$25 = \$5)	\$5
SSP HRA Crediting Amount (\$5 x 150 success units)	\$750

For SSP HRA Participants covered under the AT&T Corp. Core Contract – CWA and AT&T Midwest Core Contract – CWA District 4 collective bargaining agreements in 2012, the Program credited an SSP HRA Participant's HRA on two HRA Crediting Dates, provided the SSP HRA Participant was on the payroll on Oct. 3, 2011, and on Aug. 17, 2012, and works for a minimum of three (3) months within the SSP Award Year in a position covered by the collective bargaining agreement.

An SSP HRA Participant will only receive the HRA Crediting Amount if:

- you are an Active Employee on the beginning and ending dates of the SSP Award Year,
- work for a minimum of three (3) months during the SSP Award Year in a position covered by the Applicable Collective Bargaining Agreement, and
- you are enrolled in an AT&T Medical Program on the HRA Crediting Date.

An SSP HRA Participant who is on an approved leave of absence or short-term disability absence and meets the other eligibility requirements shall receive an SSP HRA Crediting Amount provided they return to active duty on or before Dec. 31 of the calendar year in which the SSP Award Year ends and they are enrolled in an AT&T Medical Program on the HRA Crediting Date.

The total SSP HRA Crediting Amount, if any, for an SSP HRA Participant is credited to an HRA as soon as practicable after the award year ends, and will normally occur by Dec. 31 (the "SSP HRA Crediting Date").

2013 - 2015 SSP HRA

The information in the table below describes how the 2013-2015 SSP HRA Crediting Amount is calculated for the collective bargaining agreements that were effective after Sept. 23, 2010.

The Program credits an SSP HRA Participant's HRA once each year with the calculated amount on the HRA Crediting Date as follows, based on the formula in the Applicable Collective Bargaining Agreement:

(1) AT&T Corp. Core Contract – CWA

SSP Award Year	SSP HRA Participant's HRA Crediting Date	SSP HRA Participant's Crediting Amount
2013 (Oct. 1, 2012, to Sept. 30, 2013)	After Sept. 30, 2013, but not later than Dec. 31, 2013	150 success units multiplied by [(Sept. 30, 2013, closing AT&T stock price) minus (Oct. 1, 2012, closing AT&T stock price)]
2014 (Oct. 1, 2013, to Sept. 30, 2014)	After Sept. 30, 2014, but not later than Dec. 31, 2014	150 success units multiplied by [(Sept. 30, 2014, closing AT&T stock price) minus (Oct. 1, 2013, closing AT&T stock price)]
2015 (Oct. 1, 2014, to Sept. 30, 2015)	After Sept. 30, 2015, but not later than Dec. 31, 2015	150 success units multiplied by {[(Sept. 30, 2015, closing AT&T stock price) minus (Oct. 1, 2014, closing AT&T stock price)]}

(2) AT&T Midwest Core Contract – CWA District 4 and SBC Global Services, Inc., COS – CWA District 4

SSP Award Year	SSP HRA Participant's HRA Crediting Date	SSP HRA Participant's Crediting Amount
2013 (Oct. 1, 2012, to Sept. 30, 2013)	After Sept. 30, 2013, but not later than Dec. 31, 2013	150 success units multiplied by [(Sept. 30, 2013, closing AT&T stock price) minus (Oct. 1, 2012, closing AT&T stock price)]
2014 (Oct. 1, 2013, to Sept. 30, 2014)	After Sept. 30, 2014, but not later than Dec. 31, 2014	150 success units multiplied by [(Sept. 30, 2014, closing AT&T stock price) minus (Oct. 1, 2013, closing AT&T stock price)] plus [per share AT&T dividend declared in each of December 2013, March 2014, June 2014, and September 2014]]
2015 (Oct. 1, 2014, to Sept. 30, 2015)	After Sept. 30, 2015, but not later than Dec. 31, 2015	150 success units multiplied by {[(Sept. 30, 2015, closing AT&T stock price) minus (Oct. 1, 2014, closing AT&T stock price)] plus [per share AT&T dividend declared in each of December 2014, March 2015, June 2015, and September 2015]]}

(3) AT&T Mobility Services LLC – CWA Districts 1, 2, 3, 4, 6, 7, 9 and 13

SSP Award Year	SSP HRA Participant's HRA Crediting Date	SSP HRA Participant's Crediting Amount
2015 (Oct. 1, 2014 to Sept. 30, 2015)	After Sept. 30, 2015, but not later than Dec. 31, 2015	75 success units multiplied by {{{Sept. 30, 2015, closing AT&T stock price) minus (Oct. 1, 2014, closing AT&T stock price)}} plus [per share AT&T dividend declared in each of December 2014, March 2015, June 2015, and September 2015]]}

The stock price used to establish the SSP HRA Participant's Crediting Amount is the closing AT&T stock price on the New York Stock Exchange. The SSP HRA Crediting Amount based on stock price appreciation applies only if there is a positive difference between the ending value and the beginning value, otherwise there is no impact to the SSP HRA Crediting Amount based on stock appreciation. The SSP HRA Crediting Amount is adjusted proportionally to reflect any stock split.

2013 SSP Payout Example	
Assumed Stock Price Oct. 1, 2012	\$25
Assumed Stock Price Sept. 30, 2013	\$30
Stock Price Appreciation (\$30 - \$25 = \$5)	\$5
SSP HRA Crediting Amount (\$5 x 150 success units)	\$750

As an SSP HRA Participant, you will only receive the SSP HRA Crediting Amount if:

- you are an Active Employee on the beginning and ending dates of the SSP Award Year,
- work for a minimum of three (3) months during the SSP Award Year in a position covered by the Applicable Collective Bargaining Agreement,
- you are enrolled in an AT&T Medical Program on the HRA Crediting Date.

An SSP HRA Participant who is on an approved leave of absence or short-term disability absence and meets the other eligibility requirements shall receive an SSP HRA Crediting Amount provided they return to active duty on or before Dec. 31 of the calendar year in which the SSP Award Year ends and they are enrolled in an AT&T Medical Program on the HRA Crediting Date.

The total SSP HRA Crediting Amount, if any, for an SSP HRA Participant is credited to an HRA as soon as practicable after the award year ends, and will normally occur by Dec. 31 (the "SSP HRA Crediting Date").

HOW THE HRA WORKS

KEY POINTS

- *Your HRA is a tax-effective way for the Company to reimburse Eligible Expenses for you and your Eligible Dependents.*
- *When you have Eligible Expenses, you first pay the bills and then submit a Claim for reimbursement.*
- *The tax benefits of Program participation do not extend to reimbursement of Eligible Expenses incurred by or on behalf of a Domestic Partner (DP) or Legally Recognized Partner (LRP) and their children unless the DP, LRP or their children are Eligible Dependents within the meaning of the Code.*
- *Federal tax law and the Program place restrictions on HRA usage because of the HRA's tax-free nature.*

You may use your HRA as a tax-effective way to pay for Eligible Expenses. The Program's purpose is to reimburse Eligible Expenses, up to the amount of your HRA Account Balance, for you and your Eligible Dependents. The Program will maintain an HRA in your name and keep records of the amounts credited, used and available for reimbursement.

Using Your HRA

Your HRA is a recordkeeping account. **No** cash or other property is set aside by the Company. If you have an HRA Account Balance, all reimbursements will be paid from the general assets of the Company when you submit an HRA reimbursement request that is approved.

When you have Eligible Expenses, you first pay the bills as you normally do, then submit your receipt and a Claim form for reimbursement. You then use the balance in your HRA to seek reimbursement from the Program for Eligible Expenses. You do not pay taxes on the amount in your HRA or the amount that is distributed from your HRA.

Eligible Expenses incurred while you are not a Participant in the Program are **not** eligible for reimbursement.

If you do not have a positive HRA Account Balance, but will receive an HRA Crediting Amount later in the same year, you can still submit a Claim form for reimbursement of Eligible Expenses incurred during the same year while you were participating in the Program. If you submit your Claim when your HRA Account Balance is zero, **your Claim will be denied**. No reimbursement will be made until you receive an additional HRA Crediting Amount on the upcoming HRA Crediting Date. You may need to ask the Claims Administrator to reprocess your Claim or resubmit your Claim after the HRA Crediting Date (when you receive an additional HRA Crediting Amount) to be reimbursed.

Here is an example of how this works:

DATE	EVENT
June 1, 2011	HRA Account Balance is \$500. Apply for and receive \$500 reimbursement for Eligible Expenses.
June 2, 2011	HRA Account Balance \$0.
July 7, 2011	Incur \$100 in Eligible Expenses
July 15, 2011	You submit a reimbursement claim for \$100. Your Claim will be denied.
Dec. 12, 2011	Incur \$300 in Eligible Expenses.
Dec. 15, 2011	You submit a reimbursement claim for \$300. Your Claim will be denied.
Jan. 1, 2012	HRA Crediting Date – you are credited with \$300. HRA Account Balance is \$300.
Jan. 2, 2012	You resubmit your reimbursement Claims for a total of \$400.
Jan. 21, 2012	You receive a reimbursement check for \$300. The additional \$100 in Eligible Expenses will be denied and will not be reimbursed until you are eligible for and receive an additional HRA Crediting Amount since the reimbursement is limited to the amount remaining in your HRA.

Your HRA will be debited for any reimbursements of Eligible Expenses paid to you. Any unused HRA Crediting Amount left in your account will be used to reimburse you for future Eligible Expenses incurred as long as you remain a Program Participant. Upon termination of employment (unless you are eligible for Post-Employment Benefits under a Company Self-Funded Option of an AT&T Medical Program that you are eligible to participate in on the day your employment terminates) or other loss of eligibility your participation in the Program stops, and the Program will not reimburse Eligible Expenses incurred after this time unless you continue your participation by electing COBRA continuation coverage, as described below.

The Program offers tax advantages such as not requiring payment of federal, state (in most states), and local income tax (if applicable) and Social Security taxes on the amounts credited to your HRA or the amounts you receive as reimbursements for Eligible Expenses. These tax advantages may increase the amount of your take home pay. In no event will this Program provide any benefits in the form of cash or any other taxable or nontaxable benefit, other than reimbursement for Eligible Expenses.

Any unused HRA Crediting Amount at the end of the calendar year will carry over into the next year so long as you remain a Participant in the Program. You can use the HRA Account Balance for reimbursement of Eligible Expenses incurred during the new calendar year.

Limitations on an HRA

Federal law and the Program place some restrictions on the use of HRAs because of their tax advantages. You should understand the rules that govern their use.

- To be eligible for reimbursement from an HRA, you must first receive the service and incur the Eligible Expense after your first HRA Crediting Date.
- If you are an Active Employee, you must incur the Eligible Expense before your employment ends. At termination of employment, you may be able to continue your coverage under COBRA or you can continue coverage under the Program as a Former Employee, if you are eligible for Post-Employment Benefits.
- You have a three-month grace period after the calendar year ends in which to submit all requests for reimbursement of Eligible Expenses incurred during the prior calendar year. This means you must submit a Claim for reimbursement to the Claims Administrator for receipt by March 31 of the calendar year immediately after the calendar year in which you incurred the Eligible Expense.
- The amount available for reimbursement from your HRA Account Balance at any time is limited to the total amount the Company has credited to your HRA (HRA Crediting Amount), less all reimbursements paid from your HRA. The maximum reimbursement from your HRA at any point in time is limited to your HRA Account Balance.
- You do not forfeit unused amounts credited to an HRA, so long as you continue to be a Participant. This means any unused credits in your HRA will carry over to the next calendar year as long as you continue to participate in the Program.
- You do not receive interest on your HRA Account Balance or on any HRA Crediting Amounts.
- The tax benefits of participation in the Program do **not** extend to Eligible Expenses incurred by or on behalf of your Domestic Partner (DP) or Legally Recognized Partner (LRP) or their children unless those individuals also qualify as your dependents within the meaning of federal tax laws.

ELIGIBLE EXPENSES

KEY POINT

- *Eligible Expenses reimbursable from your HRA include expenses incurred for “medical care” within the meaning of Section 213(d) of the Code.*

For Eligible Expenses to be reimbursed, they must have been incurred while you were an active Participant in the Program or while you were on a covered leave of absence (as described under “Leave of Absence”). You incur an expense when the service causing the expense is provided, not when you pay the expense. If you have paid the expense but the services have not yet been rendered, then the expense has not been incurred and cannot be reimbursed until after the service is rendered.

If you elected to continue to maintain an HRA through COBRA, claims for Eligible Expenses incurred during your COBRA period are reimbursable.

Expenses reimbursed by another plan or insurance may not be reimbursed from your HRA. For example, the HRA may reimburse co-payments, deductibles, and medical expenses not covered by a medical plan or insurance. Contributions or premiums for coverage are reimbursable from your HRA if they were paid on a post-tax basis for an AT&T Medical Program option.

Coordination of Benefits; Health Care FSA to Reimburse First

Benefits under this Program are solely intended to reimburse Eligible Expenses not previously reimbursed or reimbursable elsewhere. To the extent that an otherwise Eligible Expense is payable or reimbursable from another source, that other source will pay or reimburse first. If you elected to participate in the Health Care FSA provisions of the AT&T Flexible Spending Account Plan, your HRA cannot reimburse your Eligible Expenses until you have exhausted your reimbursement opportunities under your Health Care FSA in the AT&T Flexible Spending Account Plan.

Eligible Expenses – Examples

A *partial* list of eligible medical care expenses reimbursable from your HRA includes the following:

- Insurance premiums or employee contributions for participation in an AT&T Medical Program option, but only if paid on a post-tax basis
- Fees for services performed by licensed physicians, dentists, chiropractors, podiatrists, optometrists, opticians, psychologists, osteopaths, therapists, nurses and technicians
- Health care and dental deductibles, coinsurance and copayments
- Vision care, such as contact lenses (including saline solution and enzyme cleaner), eyeglasses, laser eye surgery and eye examinations
- Hearing care, such as hearing aids and hearing examinations
- Prescription drugs, including insulin and birth control pills or other prescribed contraceptives
- Vitamins and tonics prescribed by a doctor based on medical necessity if not taken as a food supplement or to preserve general health
- Expenses resulting from treatment in hospitals, clinics and other licensed medical facilities
- Prosthetic devices, including artificial limbs, artificial teeth, crutches, dentures, eyeglasses and hearing aids
- Over-the-counter medicines purchased with a prescription. The Participant must submit a copy of the prescription and the receipt for the purchase to the Claims Administrator in order to receive reimbursement. Insulin is eligible even if purchased without a prescription.
- Expenses resulting from illness and procedures including the following:
 - Acupuncture
 - Ambulance
 - Braces
 - Braille-books and magazines
 - Christian Science practitioners' fees
 - Developmentally disabled persons' cost for special home

- Handicapped persons' special schools, care and special equipment
- Immunizations
- In-vitro fertilization
- Lamaze classes
- Orthopedic shoes
- Oxygen
- Routine physical exams
- Seeing-eye dog and upkeep
- Wheelchair

For more information, refer to IRS Publication 502, which may be available at your local IRS office or online at [irs.gov/pub/irs-pdf/p502.pdf](https://www.irs.gov/pub/irs-pdf/p502.pdf). However, you should use this IRS publication with caution because it was prepared for purposes of describing medical expenses that are deductible for federal income tax purposes, not for the purpose of determining which expenses are reimbursable from an HRA.

Ineligible Expenses

A *partial* list of health care expenses that are **not** eligible for reimbursement from your HRA includes the following:

- Any expenses paid by any health care plan or reimbursed by insurance
- Cosmetic surgery that is not related to an accident or congenital defect
- Medical treatment, services or medicine that is illegal in the location where you receive it
- Nonprescription drugs (other than insulin):
- Nicotine gum and patches that can be purchased without a prescription for smoking cessation programs
- Over-the-counter medicines purchased without a prescription, except insulin which is an eligible expense without a prescription
- Weight reduction programs that are not for the purpose of curing any specific ailment or disease, but are for the purpose of improving the individual's appearance, health and sense of well-being
- Equipment and supplies:
 - Air conditioner, even if prescribed by a physician, if it is permanently attached to your home
 - Bottled water bought to avoid drinking fluoridated city water
 - Cosmetics
 - Sundries, such as toothpaste and other toiletries
 - Installation of power steering in an automobile

- Mobile telephones
- Miscellaneous expenses:
 - Expenses you incurred before or after you participate in the Program or expenses for which you were reimbursed by another plan
 - Antiseptic diaper services
 - Athletic club expenses to keep physically fit
 - Babysitting expenses to enable you to see your physician
 - Boarding school fees for a healthy child to enable you to recuperate from an illness or injury, even if prescribed by a physician
 - Change-of-environment trips to boost the morale of an ailing person, even if recommended by a physician
 - Dance lessons, even if recommended by a physician
 - Domestic help, even if recommended by a physician, although the cost for nursing duties of domestic help may be claimed
 - Funeral, cremation, burial, cemetery plot, monument or mausoleum expenses
 - Health programs offered by resort hotels, health clubs and gyms
 - Health care expenses of your former spouse
 - Premiums/contributions for life insurance policies, disability income policies or for double indemnity or waiver of premium for disability or hospital income policies
 - Premiums/contributions for health care coverage paid on a before-tax basis
 - Scientology fees
 - Transportation costs of a disabled person to and from work
 - Traveling costs to look for a new place to work, even if recommended by a physician
 - Tuition and travel expenses to send a problem child to a special school for a beneficial change in environment
 - Veterinary fees
 - Vitamins, unless prescribed by a physician based on medical necessity
 - Psychoanalysis undertaken to satisfy curriculum requirements for students
 - Expenses of divorce, even when a doctor of psychiatry recommends divorce
 - Contributions to state disability funds
 - Electrolysis
 - Wigs, unless medically necessary for mental health of a patient who has lost all hair due to disease

- Maternity clothes
- Hair transplants
- Mechanical exercise device not specifically prescribed by a doctor
- Religious cult deprogramming
- Cost of illegal drugs or nonprescription drugs
- Marriage counseling provided by clergymen
- Tattoos and ear piercing
- Chauffeur services
- Cosmetic dental work (for example, teeth whitening and caps)

Note: If you receive reimbursement for an ineligible expense from your HRA, you are responsible for repaying the money.

For more information, refer to IRS Publication 502, which may be available at your local IRS office or online at irs.gov/pub/irs-pdf/p502.pdf.

Eligible Dependents

Eligible Expenses incurred by you, on your behalf or on behalf of your Eligible Dependents may be reimbursed from your HRA. For this purpose, your Eligible Dependents are:

- Your spouse;
- A “qualifying child” as defined in the Code; **or**
- A “qualifying relative” as defined in the Code.

A “qualifying child” is an individual who:

- Is your child, brother, sister, stepbrother or stepsister or the descendant of any of these individuals;
- Is younger than you, unless the child is permanently and totally disabled;
- Lives in your home for more than half of the year;
- Is a citizen, national or resident of the U.S. or a resident of Canada or Mexico;
- Is younger than age 19 at the end of the year or is a full-time student younger than age 24 at the end of the year, but there is no age limitation if the individual is totally and permanently disabled;
- Has not provided over half of his or her own support during the year; and
- Has not filed a joint tax return (other than only for claim of refund) with his or her spouse for the year.

A “qualifying child” is also an individual younger than 27 at the end of the calendar year, who is:

- Your child, stepson or stepdaughter;
- A child whom you have legally adopted or who is placed with you for legal adoption; and

- A child who is placed with you by an authorized placement agency, or by judgment, decree, or other order of any court of competent jurisdiction.

A *qualifying relative* is an individual who:

- Is your child (or your child's descendant), brother, sister, stepbrother, stepsister, mother or father (or an ancestor of your mother or father), stepmother, stepfather, niece, nephew, aunt, uncle, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any other individual who, for the calendar year, has your same principal place of abode in a manner that is not prohibited by local law;
- Receives more than half of his or her support from you; and
- Is not your or anyone else's "qualifying child."

You may receive reimbursement of otherwise Eligible Expenses that you incur on behalf of your Domestic Partner (DP) or Legally Recognized Partner (LRP) and their dependent(s) only if your DP or LRP and their dependent(s) are a "qualifying child" or a "qualifying relative" for federal income tax purposes.

REIMBURSEMENTS FROM YOUR HRA

KEY POINTS

- *You must submit a written Claim for reimbursement to receive reimbursement from your HRA.*
- *Your HRA Account Balance is the amount available for reimbursement from your HRA at any time while you are a Program Participant or during COBRA continuation coverage.*
- *This section describes how to obtain reimbursement for Eligible Expenses from your HRA.*
- *For additional information on how to file Claims and/or Appeals, see the "Claims and Appeals Procedures" section.*

How to File HRA Claims for Reimbursement

You must submit a written Claim to receive reimbursement from your HRA.

Follow these steps to file a written HRA Claim:

1. Pay the expense by its due date. You may not receive reimbursement from your HRA Account Balance until after you pay the expense. Do not wait to pay the expense.
2. Obtain a claim form from the Claims Administrator through the website or by calling the Claims Administrator (see the *Contact Information* table for contact information).

3. Provide a receipt from the health care provider. If your expense is partially covered by your health plan, provide a copy of your health plan's explanation of benefits (EOB). For Eligible Expenses related to your purchase of a prescription drug, include the drug's name on your claim form.
4. Complete and submit your signed claim form and receipt(s) to the Claim's Administrator's address on the bottom of the form or fax it to the number provided on the claim form (see the *Contact Information* table for contact information).
5. When mailing your claim form, be sure to keep a copy of the receipt and your claim form in case you need to provide more information about your Claim.
6. You must mail or fax your claim form and receipt(s), or submit a claim online (including uploading images of your receipts), any time before March 31 of the calendar year after the calendar year that you incurred the Eligible Expense. The Claims Administrator must receive all prior year Claims by March 31 to be reimbursable.

Reimbursement From Your HRA

Available Reimbursement Amounts

The amount available for reimbursement from your HRA at any time while you are a Program Participant, including periods for which you elected and paid for COBRA continuation, is your HRA Account Balance.

Any unused amounts in your HRA will carry-over to the next Plan Year, provided you continue to meet the requirements for being a Program Participant.

Reimbursement by Check

After your Claim is processed and if approved, the Claims Administrator will send you a reimbursement check for Eligible Expenses that you paid up to the amount of your HRA Account Balance. Your reimbursement check is generally mailed within two weeks of approval. Your reimbursement check will accompany an Explanation of Benefits (EOB) detailing the Claim payment.

Reimbursement by Electronic Funds Transfer

You can also have your reimbursement amount electronically deposited directly into your checking or savings account. With electronic funds transfer (EFT) you can begin receiving reimbursements within a few days after your Claim is processed. If you provide the Claims Administrator with your email address, you will receive updates on reimbursement activity and account activity statements. With email communications, you can receive a complete EOB statement (total expense paid, partial payment or full denial) whenever a Claim is processed.

To participate in EFT, you may elect direct deposit on the Claims Administrator's website or by calling the Claims Administrator (see the *Contact Information* table for contact information).

CLAIMS AND APPEALS PROCEDURES

KEY POINTS

- *You may file a Claim if you do not agree with the way your participation in, or benefits under, the Program are administered.*
- *Types of Claims made and appealed under the Program include Claims for Eligibility and Claims for Benefits.*

- *If your participation in the Program is denied or partially denied, you may file a written Claim for Eligibility with the Eligibility and Enrollment Vendor.*
- *A Claim for Benefits must be filed with the Claims Administrator.*
- *A denied Claim may be appealed within 180 days after receipt of the denial notice.*
- *You must pursue all of your Claim and Appeal rights under the Program before filing a lawsuit in a court of law.*

You or a duly authorized person has the right under ERISA and the Program to file a written Claim for Eligibility or Claim for Benefits.

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 Claims for Eligibility or Claims 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. However, you must complete all available Claims and Appeal processes offered under the Program before filing suit.

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 your Claim for Benefits is denied.

CLAIM FOR ELIGIBILITY

If you try to participate in the Program but are told you are not eligible, you may call the Eligibility and Enrollment Vendor to try to resolve the issue (See the *Contact Information* table for contact information). If the issue is not resolved to your satisfaction, you may file a written Claim for Eligibility.

IMPORTANT: The Eligibility and Enrollment Vendor should only be contacted for denials related to eligibility or participation in the Program. For benefit-related situations, you will need to contact the Claims Administrator. Please see the "Claims for Benefits" section for the benefit claims processing information.

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

How to File a Claim for Eligibility

To file a Claim for Eligibility, you must submit your written Claim for Eligibility to the Eligibility and Enrollment Vendor, along with any documentation that supports your Claim for Eligibility, to the address in the "Contact Information" section. You may obtain an Eligibility Claim Form from the Eligibility and Enrollment Vendor on request.

The Eligibility and Enrollment Vendor will notify you of its decision within 30 days of receiving your Claim for Eligibility. The Eligibility and Enrollment Vendor may extend this period once (for up to 15 days) if it determines that 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 Eligibility and Enrollment Vendor requires additional information from you to determine your Claim for Eligibility, you will receive notification and will have 45 days from the date you receive the notification to provide the information. The Eligibility and Enrollment Vendor's decision time period will be suspended until you provide the requested information, up to 45 days.

Upon receiving the information, the Eligibility and Enrollment Vendor 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 is denied, but you may appeal this decision.

What Happens If Your Claim for Eligibility Is Denied

Your Claim for Eligibility is denied when the Eligibility and Enrollment Vendor 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:

1. Specific reasons for the denial
2. Specific references to the Program provisions on which the denial is based
3. 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
4. If applicable, a description of any additional information needed to make your Claim for Eligibility acceptable and the reason the information is needed
5. A description of the Program's Appeal procedures, and
6. 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 by filing a written request for review. To appeal the claim, you or your authorized representative must file a written Appeal with the Eligibility and Enrollment Vendor within 180 days from receiving the denial notice. Although a special form is not required, you may contact the Eligibility and Enrollment Vendor and obtain an Appeal form. A service representative also can provide the appropriate address to direct your Appeal. Your Appeal should be sent to:

AT&T Benefits Center
Eligibility and Enrollment Appeals Committee
P.O. Box 1407
Lincolnshire, IL 60069-1407

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

1. 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.
2. 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.
3. 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, and
4. Reasonable access to and copies of all documents, records and other information relevant to your Claim for Eligibility.

Appeals Process

Eligibility and Enrollment Appeals Committee (EEAC) members, 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 EEAC will not afford deference to the denied Claim.

The EEAC will notify you of its decision within 60 days of the date of receiving your Appeal. The EEAC 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 EEAC'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 EEAC'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 EEAC 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.

CLAIM FOR BENEFITS

You or an authorized representative has the right under ERISA and the Program to file a written Claim for Benefits. A Claim for Benefits is the initial request that is made to the Claims Administrator for reimbursement under the Program. You have the responsibility to file the initial Claim for Benefits.

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. However, 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.

The following describes the procedures the Program uses to process Claims for Benefits, along with your rights and responsibilities. These Claim 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

You must submit your Claim for Benefits no later than March 31 of the calendar year immediately following the calendar year in which you incurred the costs for Eligible Expenses. If you do not file a Claim for Benefits within this time period, reimbursement from your HRA will be denied.

Information to Include in Your Claim for Benefits

When you file a Claim for Benefits, you must provide certain information as shown in the following table.

Medical, Dental, or Vision Claim Requirements (including MH/SA Claims)	Prescription Drug Claim Requirements
<ul style="list-style-type: none"> • Eligible Person’s name and address. • Patient’s name, age and relationship to the Eligible Person. • Itemized bill from your Provider that includes the following: <ul style="list-style-type: none"> • Patient diagnosis • Date(s) of service • Procedure code(s) and descriptions of service(s) rendered • Charge for each service provided • Service Provider’s name, address and tax identification number • Date the injury or sickness began. • Statement that the amount submitted for reimbursement has not and will not be paid from any other source. • Statement that the amount submitted for reimbursement was not paid with before-tax money. 	<p>You must include all original receipts (including proof of purchase) for your Claim to process. Cash register receipts will only be accepted for diabetic supplies. The minimum information required is:</p> <ul style="list-style-type: none"> • Patient name • Date of fill • Total charge • Prescription number • Metric quantity • Pharmacy name and address • Medicine NDC number • Days supply • Pharmacy NCPDP/NABP number

The Claims Administrator may ask for additional information to support your Claim for Benefits. If so, you will receive this request in writing via mail or on-line.

Payment of Benefits

The Claims Administrator is responsible for administration of a Claim for Benefits. The Claims Administrator will make a determination of the Program’s applicability to your Claim for Benefits. See the *Claims Administrator* table in the “Contact Information” section for information about Claim forms and procedures.

The Claims Administrator will make a benefit determination as described in the “Benefit Determinations” section. Once a Claim for Benefits is approved, benefits will be paid directly to you.

Benefit Determinations

If your Claim for Benefits is denied, the Claims Administrator will provide you a written notice of its determination within 30 days of receipt of the Claim for Benefits. The Claims Administrator may extend this period once (for up to 15 days) if it determines that special circumstances require more time to decide your Claim for Benefits. If this happens, you will receive a written notice of

the special circumstances requiring the extra time prior to the lapse of the 30-day period as well as the date by which you should expect a response.

If the Claims Administrator requires additional information from you to determine your Claim for Benefits, you will receive notification before the lapse of the 30-day period, and you will have 45 days from the date you receive the notification to provide the information. The Claims Administrator's decision time period will be suspended until you provide the requested information, up to 45 days.

Once the information is received, the Claims Administrator will decide your Claim for Benefits within 15 days of the date the information is received.

If you do not respond to the request for information, your Claim for Benefits is denied, but you may appeal this decision. If your Claim for Benefits is denied, you will receive a notice explaining the denial and identifying the Program provisions on which the denial is based, as well as the Claim Appeal procedures.

If your Claim for Benefits is denied in whole or in part, the Claims Administrator will provide you with written or electronic notification of the Adverse Benefit Determination, which will include:

1. Information sufficient to identify your Claim for Benefits
2. Specific reasons for the denial
3. Specific references to the Program provisions upon which the denial is based
4. If applicable, a description of any additional information needed to make your Claim for Benefits acceptable and the reason the information is needed
5. A description of the Program's Appeal procedures, and
6. 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 Benefits

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 failure to provide reimbursement (in whole or in part). You have the right to appeal any Adverse Benefit Determination using the procedures that follow.

You have the right, upon request and free of charge, to 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.

You or your authorized representative can appeal the denied Claim for Benefits. You must submit your Appeal to the Claims Administrator within 180 days after receiving the denial notice on your Claim for Benefits or the date your Claim for Benefits is deemed denied.

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 Claims Administrator with the following information:

1. Your name
2. Patient's name
3. Date(s) of service
4. Provider's name
5. A summary of the issue, including the reason you believe the Claim for Benefits should be paid, and
6. All relevant documents, such as letters, Explanation of Benefits (EOBs), and statements.

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

If the Program fails to meet the time requirements of the Claim and Appeals process for your Claim for Benefits, your Claim for Benefits is deemed denied and you may pursue your Claim for Benefits in a civil action under ERISA. See the "Contact Information" section for the Claims Administrator's contact information.

Appeal Review

Your Appeal will be assigned to a qualified individual or committee who has had no involvement with the denial of your Claim for Benefits. The Claims Administrator will provide you, free of charge, with any new or additional evidence considered, relied upon, or generated by the Program in connection with your Claim, as well as any new or additional rationale to be used in reaching the decision. You will be given this information in advance of the date on which the notice of final Appeal decision is made to give you a reasonable opportunity to respond.

Claim Appeals Review Process

You will be notified by the Claims Administrator of its decision on your Appeal within a reasonable period of time, but not later than 30 days from receipt of a request for Appeal of a denied Claim. If you are not satisfied with the first-level Appeal decision, you have the right to request a second-level Appeal. You must submit your second-level Appeal request to the Claims Administrator in writing within 180 days from receiving the first-level Appeal decision. The second-level Appeal will be conducted, and the Claims Administrator will notify you of the decision within a reasonable period of time, but not later than 30 days from receiving the request for review of the first-level Appeal decision.

The Company has delegated to the Claims Administrator the exclusive right to interpret and administer Program provisions. The Claims Administrator's decisions are conclusive and binding.

PLAN ADMINISTRATION**Plan Administrator**

The Plan Administrator is the named fiduciary of the Program with the power and duty to do all things necessary to carry out the Program's terms. The Plan Administrator has the sole and

absolute discretion to interpret the Program's provisions, make findings of fact, determine the rights and status of Participants and others under the Program, decide disputes under the Program and delegate all or a part of this discretion to third parties. To the extent permitted by law, such interpretations, findings, determinations and decisions shall be final and conclusive on all people for all Program purposes.

Administration

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

The Program will be interpreted and administered in a manner consistent with applicable provisions of the Code and ERISA, and to the extent not preempted by federal law and the laws of the state of Texas.

Amendment or Termination of the Program

AT&T Inc. intends to continue the Program described within this SPD but reserves the right to amend or terminate the Program or to amend or eliminate Program benefits at any time. In addition, your Participating Company reserves the right to end its participation in the Program. In any such event, you and other Participants may not be eligible to receive benefits as described in this SPD, and you may lose participation in the Program. However, no Program amendment or termination will diminish or eliminate any Claim for any benefit to which you may have become entitled before such amendment or termination, 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 benefits to which you are already entitled, this does not mean you will acquire a lifetime right to any Program benefit, to eligibility for Program coverage, or to the continuation of the Program merely because the Program was in effect during your employment or at the time you received a benefit under the Program or at any time thereafter.

Limitation of Rights

Participation in the Program does not give you a right to remain employed by the Company. Except as otherwise required by law or as allowed under the provision of the Program, Program benefits may not be assigned or alienated. This means that you may not sell, assign, pledge or otherwise transfer Program benefits before the benefits are paid to you, nor are your Program benefits subject to attachments, garnishment, execution or encumbrance of any kind before payment to you.

Legal Action Against the Program

If you wish to bring legal action concerning your right to participate in the Program or your right to receive Program benefits, you must first exhaust the Claim and Appeals process described in this SPD. During the final level of that Appeal process, you must raise all issues and state all reasons that provide a basis for your Appeal. Legal action involving the Program should be filed directly against the Program. Process in legal actions concerning the provision of Program benefits should be served on the Plan Administrator as provided in the following *Other Plan Information* table.

Indemnification

AT&T Inc. agrees to indemnify and hold harmless any present or former employee of AT&T Inc. or any of its affiliates or subsidiaries to whom fiduciary or plan administration responsibilities are delegated, including but not limited to, members of any committees and their delegates responsible for Program administration and related responsibilities. This right of indemnification includes any and all claims, demands, rights, liabilities, damages, causes of actions, costs and expenses of whatsoever kind and nature (including Plan Administrator-approved attorneys' fees and amounts paid in settlement of any claims) occasioned by any act or omission to act in connection with the Program, if such act or omission is in good faith. This right to indemnification will be in addition to such other rights as such employees may enjoy as a matter of law or by reason of insurance coverage of any kind. Rights granted hereunder shall be in addition to and not in lieu of any rights to indemnification to which such employee may be entitled pursuant to the by-laws of AT&T Inc. or any of its affiliates or subsidiaries.

PLAN INFORMATION

Other Plan Information	
Plan Name	AT&T Health Reimbursement Account Program (HRA), a component program under AT&T Umbrella Benefit Plan No. 2
Program Name	AT&T Health Reimbursement Account Program
Plan Number	601
Plan Sponsor/Employer Identification Number (EIN)	AT&T Inc. P.O. Box 132160 Dallas, TX 75313-2160 210-351-3333 EIN: 43-1301883
Plan Administrator	AT&T Services, Inc. P.O. Box 132160 Dallas, TX 75313-2160 210-351-3333
Name and Address of Employer	Affiliates of AT&T Inc. P.O. Box 132160 Dallas, TX 75313-2160 210-351-3333

Other Plan Information	
Other Administrator(s)	<p>BENEFITS</p> <p>Plan administration is retained by the Plan Administrator. However, the Plan Administrator has contracted with third parties for certain functions associated with the Plan as follows.</p> <p>The Plan Administrator administers Claims and Appeals for benefits under the Program, on a contract basis with the Claims Administrator:</p> <p>ADP Benefit Services KY, Inc.</p> <p>P.O. Box 34700</p> <p>Louisville, KY 40232</p> <p>800-283-3211</p> <p>The Claims Administrator has full discretionary authority to interpret Program provisions as they apply to entitlement for benefits.</p> <p>ELIGIBILITY</p> <p>The Plan Administrator administers eligibility and COBRA coverage under the Program on a contract basis with the Eligibility and Enrollment Vendor:</p> <p>Aon Hewitt</p> <p>100 Half Day Road</p> <p>P.O. Box 1474</p> <p>Lincolnshire, IL 60069-1474</p> <p>877-722-0020</p> <p>ELIGIBILITY APPEALS</p> <p>The AT&T Eligibility and Enrollment Appeals Committee (EEAC) determines final Appeals from the denial of eligibility. The EEAC has full discretionary authority to interpret Program provisions as they apply to eligibility for benefits. See the "Contact Information" section for contact information on the EEAC.</p>
Agent for Service of Legal Process	<p>Process in legal actions concerning the provision of Program benefits should be served on the Plan Administrator, which is the agent for service of legal process, at:</p> <p>AT&T Services, Inc.</p> <p>P.O. Box 132160</p> <p>Dallas, TX 75313-2160</p>

Other Plan Information	
Type of Plan	This Program is intended to qualify as an employer-provided medical reimbursement plan under Code Sections 105 and 106 and regulations issued thereunder, and as a health reimbursement arrangement as defined under IRS Notice 2002-45, and shall be interpreted to accomplish that objective. The Eligible Expenses reimbursed under the Program are intended to be eligible for exclusion from Participants' gross income under Code Section 105(b).
Plan Year	Jan. 1 - Dec. 31
Plan Funding	The Program is funded by Company contributions. Amounts payable under this Plan will be paid solely from the general assets of the Company. Nothing herein will be construed to require the Company or the Claims Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account or asset of the Company from which any payments under this Plan may be made. There is no trust that has been created from which benefits are paid.
Plan Records	All Program records are kept on a calendar year basis beginning Jan. 1 and ending Dec. 31.
Collectively Bargained Plan	For certain Eligible Persons other than Former Employees, the Program is maintained through one or more collective bargaining agreements. Upon written request to the Plan Administrator, a copy of these collective bargaining agreements may be obtained by Participants who are eligible to participate in the Program as a result of such collective bargaining agreements, or may be examined by such Participants as required pursuant to DOL Regulations Sections 2520.104b-1 and 2520.104b-30.

ERISA RIGHTS OF PARTICIPANTS

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 Program have a duty to act prudently and in the interest of the Program and its Participants.*
- *No one may fire or discriminate against you for exercising your rights under ERISA.*

Your ERISA Rights

The HRA is subject to the Employee Retirement Income Security Act of 1974 (ERISA). As a Participant in the HRA, you are entitled to certain rights and protections under ERISA, including:

- To receive information about the Program and the benefits it provides.
- To examine, without charge, at the Plan Administrator's office and at other specified locations such as worksites and union halls, all documents governing the Program, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan Administrator with the U.S. Department of Labor, and available at the

Public Disclosure Room of the Employee Benefits Security Administration. See the “How to Obtain Information” section.

- To obtain copies of documents governing the operation of the Program, including collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), and an updated SPD or SMM (the Plan Administrator may make a reasonable charge for the copies), provided you send a written request to the following address:

<p>AT&T Services, Inc. Attention: Plan Documents P.O. Box 132160 Dallas, TX 75313-2160</p>

- Receive a summary of the Program's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- Have the Company continue to credit your HRA if there is a loss of coverage under the Program as a result of a Qualifying Event (see the “Extension of Coverage — COBRA” section). You or your Eligible Dependents may have to pay for such coverage. Review this SPD and the other documents governing the Plan for the rules governing your COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Participants, ERISA imposes duties upon the people responsible for operating the Program. The people who operate the Program, called “fiduciaries,” have a duty to act prudently and in the interest of you and other Participants. No one, including your Employer, any union or any other person, may fire you or otherwise discriminate against you to prevent you from obtaining any Program benefit or exercising your rights under ERISA.

Enforce Your Rights

Under ERISA, there are steps you can take to enforce your rights. For instance, if you request a copy of the Program documents or the latest annual report, and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the requested materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent for reasons beyond the control of the Plan Administrator.

If you have a Claim for Benefits under the Program that 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. See the “How to File a Claim and Appeal Under the Plan” section for more information. In addition, if you disagree with the Plan Administrator’s final decision, you may file suit in a state or federal court.

If it should happen that plan fiduciaries misuse the Program'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 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 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 the Program, you should contact the Claims Administrator for assistance. If you have 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 at

Division of Technical
Assistance and Inquiries
Employee Benefits Security
Administration
U.S. Department of Labor
200 Constitution Ave. NW
Washington, D.C. 20210

You also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

EXTENSION OF COVERAGE — COBRA

KEY POINTS

- *COBRA continuation coverage is a temporary extension of your Program participation when participation would otherwise end due to a Qualifying Event.*
- *You may elect and pay for Program COBRA continuation coverage to avoid forfeiting your HRA Account Balance and to continue receiving any HRA Crediting Amounts due to Participants.*
- *You must notify the Eligibility and Enrollment Vendor of a Qualifying Event within 60 days of the later of the date on which the Qualifying Event occurs or loss of coverage resulting from the Qualifying Event. If you, or your Qualified Beneficiary, do not elect Program COBRA continuation coverage within the 65-day election period using the procedure described in this section, you will lose your right to elect COBRA continuation coverage.*
- *If you fail to make the required COBRA premium payments within the allowable time period, your COBRA continuation coverage will end and you will not be able to reenroll.*

COBRA Continuation Coverage

If your participation in the Program ends due to a Qualifying Event, you may elect to continue Program participation and receive the same coverage you had under the Program on the day before the Qualifying Event for the periods prescribed by the Consolidated Omnibus Budget Reconciliation Act (COBRA). This would allow you and each Qualified Beneficiary to avoid forfeiting the funds remaining in your account and to continue receiving any future HRA Crediting Amounts due to similarly situated Eligible Persons. If you do not elect to extend coverage under the Program, you have until March 31 of the calendar year following the last year during which you were a Program Participant to submit HRA Claims for expenses incurred while you were a Participant.

Federal law requires most Employers sponsoring group health plans to offer Employees and their Eligible Dependents the right to elect a temporary extension of Program coverage (referred to as “continuation coverage” or “COBRA continuation coverage”) in certain instances when Program coverage would otherwise end.

This section generally explains COBRA continuation coverage for the Program when it may become available to you and your family, and what you need to do to protect your right to receive it.

The COBRA Administrator is the Eligibility and Enrollment Vendor. See the *Eligibility and Enrollment Vendor* table in the “Contact Information” section for contact information.

What Is COBRA Continuation Coverage?

COBRA continuation coverage is a temporary extension of your HRA participation when participation would otherwise end due to a Qualifying Event. Qualifying Events are listed later in this section. After a Qualifying Event occurs, and any required notice is provided to the COBRA Administrator, HRA COBRA continuation coverage must be offered to a Qualified Beneficiary. A Qualified Beneficiary can choose to elect and pay for Program COBRA continuation coverage to receive future HRA Crediting Amounts and to avoid forfeiting any unused HRA Account Balance that exists at the time participation or coverage would otherwise end.

You are a Qualified Beneficiary if you lose coverage under the Program due to a Qualifying Event. Your spouse and dependents whose medical expenses are reimbursable under the Program are each a Qualified Beneficiary if, due to a Qualifying Event, you lose coverage or their medical expenses are no longer reimbursable under the Program. Only a Qualified Beneficiary may elect to continue Program coverage under COBRA. A Qualified Beneficiary who elects Program COBRA continuation coverage must pay for continuation coverage.

Ordinarily, the Program COBRA continuation coverage is the same coverage that the Qualified Beneficiary had on the day before the Qualifying Event occurred.

COBRA Qualifying Events: When Is COBRA Coverage Available?

Eligible Person

If you are an Eligible Person, you become a Qualified Beneficiary and have the right to elect Program COBRA continuation coverage if you lose coverage under the Program because one of the following Qualifying Events occurs:

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

Spouse

Your spouse will become a Qualified Beneficiary and have the right to elect continuation coverage if your spouse loses Program coverage due to any of the following Qualifying Events:

1. You die.
2. Your employment ends for any reason other than your gross misconduct or your hours of employment with the Participating Company are reduced.
3. You and your spouse divorce or legally separate.

Note: If you eliminate coverage for your spouse in anticipation of a divorce or legal separation and the divorce or legal separation occurs, then the actual divorce or legal separation will be considered a Qualifying Event, even though your ex-spouse lost coverage earlier. If your ex-spouse notifies the Eligibility and Enrollment Vendor within 60 days after the later of the divorce or legal separation or the date

coverage ends and can establish that the coverage was eliminated earlier in anticipation of the divorce or legal separation, then COBRA coverage may be available for the period after the divorce or legal separation.

Children

Your dependent child will become a Qualified Beneficiary and have the right to elect continuation coverage if you lose Program eligibility or the dependent stops being an Eligible Dependent because any of the following four Qualifying Events occurs:

1. You die.
2. Your employment ends for reasons other than your gross misconduct or your hours of employment with the Participating Company are reduced.
3. You and your spouse divorce or legally separate.
4. The child ceases to be an Eligible Dependent child under the Program.

FMLA

Special COBRA rules apply if you take an FMLA leave and do not return to work at the end of the FMLA leave. Failure to return to work at the end of an FMLA leave may constitute a Qualifying Event (i.e., you may elect Program COBRA continuation coverage). In this case, you and your spouse and/or Eligible Dependents, if any, will be able to elect Program COBRA continuation coverage if you were covered under the Program on the day before the FMLA leave began (or became covered during the FMLA leave).

As a result, you may elect Program COBRA continuation coverage to be effective on the day after the date on which your employment ends (even if coverage ended during a leave) if you were both:

- Covered under the Program on the day before beginning the leave of absence.
- Terminated from employment within the first six months of the leave for any reason except gross misconduct.

Important Notice Obligations

The Program will offer Program COBRA continuation coverage to you or a Qualified Beneficiary only after timely notification of a Qualifying Event to the Eligibility and Enrollment Vendor.

Your Employer's Notice Obligations

When the Qualifying Event is the end of employment, the reduction of hours of employment or death of the Eligible Person who is an employee, the Company will notify the Eligibility and Enrollment Vendor of the Qualifying Event within 30 days of the event. The Eligibility and Enrollment Vendor will then notify you of your right to elect continuation coverage.

Your Notice Obligations

For a Qualifying Event other than the end of your employment, the reduction in your hours of employment, or your death while employed, you or the Qualified Beneficiary are responsible for notifying the Eligibility and Enrollment Vendor. You or the Qualified Beneficiary must provide this notice within 60 days after the date the Qualifying Event occurs using the procedures specified in the "COBRA Notice and Election Procedures" section.

If you or a Qualified Beneficiary fail to provide this notice to the Eligibility and Enrollment Vendor during this 60-day notice period (using the procedures specified), you, your spouse or your dependent children will not have the option to elect continuation coverage.

Once the Eligibility and Enrollment Vendor receives timely notice of a Qualifying Event, COBRA continuation coverage will be offered to you and/or the Qualified Beneficiary. If you or the Qualified Beneficiary timely elects COBRA continuation coverage, the coverage will begin on the date that the Program coverage would otherwise end.

COBRA Notice and Election Procedures

A COBRA election notification must be provided to the Eligibility and Enrollment Vendor within the following time frames.

IMPORTANT: COBRA Notice and Election Procedures

You must provide all required notification or make your COBRA election by the last day of the required notification period by calling the Eligibility and Enrollment Vendor at the telephone number provided in the “Contact Information” section or in subsequent SMMs. 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. See the *Eligibility and Enrollment Vendor* table in the “Contact Information” section for contact information.

When you call to provide notice or elect coverage, you must provide the name and address and last four digits of the Social Security number of the Eligible Person covered under the Program and the name(s) and address(es) and last four digits of the Social Security number of the Qualified Beneficiary(ies) affected. If your notice concerns a Qualifying Event, you also must identify the Qualifying Event as well as the date on which the Qualifying Event(s) occurred.

If desired, you and/or your Qualified Beneficiary must elect continuation coverage, using the election procedures described in the “COBRA Notice and Election Procedures” section above within 65 days after Program coverage ends or, if later, 65 days after the date the Eligibility and Enrollment Vendor mails a notice of the right to elect continuation coverage to your last known address. **If you or your Qualified Beneficiary do not elect continuation coverage within this 65-day election period by using the procedure described in the “COBRA Notice and Election Procedures” section above, you will lose your right to elect continuation coverage.**

If you or a Qualified Beneficiary rejects continuation coverage, he or she may change his or her mind and enroll anytime during the 65-day election period by using the required election procedure.

Each Qualified Beneficiary may elect continuation coverage individually under the Program. For example, your spouse may elect continuation coverage even if you do not elect it. Parents may elect to continue coverage on behalf of their dependent children only.

Paying for COBRA Continuation Coverage

Generally, each Qualified Beneficiary may be required to pay the entire cost of COBRA continuation coverage. This amount may not exceed 102 percent of the “applicable premium.” The applicable premium is a reasonable estimate of the cost of providing Program coverage for a similarly situated Participant who has not experienced a Qualifying Event, taking into account an actuarially determined percentage of the total amount available for reimbursement from all Program Participants, which is based, in part, on the total amount available for reimbursement.

Your election notice from the Eligibility and Enrollment Vendor will include the cost of COBRA continuation coverage. When you elect COBRA coverage, you will receive an initial bill from the Eligibility and Enrollment Vendor. You must make your first payment for COBRA coverage within

60 days of the date of your election. Your required first payment amount will be stated on your initial bill and will include the cost of COBRA coverage from the date COBRA coverage begins through the end of the month after the month in which the bill is issued. Claims for reimbursement may not be processed and reimbursed until you have elected COBRA coverage and have made the first payment. Any amounts reimbursed from your HRA during this period will be canceled retroactively if you do not elect COBRA coverage or coverage is canceled because you do not make timely payments. Bills for subsequent coverage will be issued monthly. Payment is due on the first day of each month for that month's coverage, subject to a 60-day grace period. If you don't make the full premium payment by the due date or within the 60-day grace period, your COBRA coverage will be canceled retroactively for all COBRA coverage included in the bill to the last day of the month for which the full premium has been paid, with no possibility of reinstatement.

All COBRA coverage payments must be made by direct debit from your bank account or check and mailed to the address on your bill. Payment will **not** be accepted at any other location or through any other means. Your payment is made on the date that it is postmarked. If your check is returned for insufficient funds or otherwise, that payment will be considered unpaid. For questions about direct debit, contact the Eligibility and Enrollment Vendor. Contact information can be found in the "Contact Information" section.

How Long Does COBRA Continuation Coverage Last?

COBRA continuation coverage is a temporary continuation of coverage. If the Qualifying Event is termination of employment, Program COBRA continuation coverage will continue for a period of 18 months following the date that regular coverage ended. If another Qualifying Event occurs during the initial 18-month period, Program COBRA continuation coverage may be extended to 36 months. You are responsible for notifying the Eligibility and Enrollment Vendor of the second Qualifying Event within 60 days of the second Qualifying Event occurring. Program COBRA continuation coverage may also be extended to 29 months when an individual is disabled within 60 days after the date the entitlement to Program COBRA continuation coverage initially arose, and continues to be disabled at the end of the 18-month period. In all other cases to which COBRA secondary events apply, Program COBRA continuation coverage will be for a period of 36 months.

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

COBRA continuation coverage will automatically terminate when any one of the following events occurs before the end of the calendar year:

1. The premium for your COBRA coverage is not paid in full within the allowable grace period.
2. If, for any reason other than a Qualifying Event, the Program would terminate coverage of a Participant **not** receiving continuation coverage (such as fraud).

AT&T Inc. terminates the Program or a Participating Company terminates its participation in the Program with respect to all similarly situated Eligible Persons.

OTHER PLAN INFORMATION

This section describes some additional information about the Program and various laws that may impact your right to Program benefits.

Qualified Medical Child Support Orders

The Program will provide benefits by any qualified medical child support order (QMCSO), as defined by ERISA Section 609(a). Generally, a QMCSO is an administrative agency or court-ordered judgment, decree, order or settlement agreement in connection with a state domestic relations law (including a community property law) that either:

- Creates or extends the rights of an "alternate recipient" to participate in a program that provides group health benefits.
- Enforces certain laws relating to medical child support.

An alternate recipient is any child of an Eligible Person who is recognized by a medical child support order as having a right to enrollment under an Eligible Person's group health benefits.

A medical child support order has to satisfy certain specific conditions to be qualified. The Eligibility and Enrollment Vendor will notify you if the Company receives a medical child support order that applies to you and will provide you with a copy of the Program's procedures used for determining whether the medical child support order is qualified. You also may contact the Eligibility and Enrollment Vendor directly at any time to receive a copy of these procedures free of charge.

If the Eligibility and Enrollment Vendor determines the order to be qualified, the Program will comply with the QMCSO provisions. If a QMCSO is issued for your child with respect to the Program and you are eligible but not participating in the Program at that time, you and your child will be enrolled in the applicable provisions of the Program in accordance with its terms.

Newborns' and Mothers' Health Protection Act of 1996

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery or to less than 96 hours following a cesarean section. However, federal law does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours, as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the Program or the issuer for prescribing a length of stay not exceeding 48 (or 96) hours.

HIPAA Provisions

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) provides you with certain rights regarding the privacy of your health information. You have received a summary of those rights from the Program. You may also view or print a copy of the Program's summary of those rights from the Eligibility and Enrollment Vendor's website. Additionally, you may receive a free copy of the Claims Administrator's privacy of health information at any time by contacting the Claims Administrator identified in the "Contact Information" section.

A limited number of Company Employees have access to a Program Participant's individually identifiable health information for administering the Program. This individually identifiable health information is Protected Health Information under HIPAA. HIPAA and its implementing regulations restrict the Company's ability to use and disclose Protected Health Information.

Protected Health Information (PHI) means information created or received by the Program that relates to the past, present, or future physical or mental health or condition of a Participant; the provision of health care to a Participant; or the past, present, or future payment for providing health care to a Participant; and that identifies the Participant or for which there is a reasonable basis to believe the information can be used to identify the Participant. PHI includes information for persons living or deceased.

The Company shall have access to PHI relating to the Program only as permitted under the Program or as otherwise required or permitted by HIPAA.

- The Eligibility and Enrollment Vendor may disclose to the Company information on whether an individual is participating in the Program.
- The Claims Administrator may disclose Summary Health Information to the Company, provided the Company requests the Summary Health Information for the purpose of modifying, amending, or terminating the Program. "Summary Health Information" means information (a) that summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom a plan sponsor had provided health benefits under a health plan; and (b) from which the information described at 42 CFR Section 164.514(b)(2)(i) has been deleted, except that the geographic information described in 42 CFR Section 164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit ZIP code.
- Unless otherwise permitted by law, and subject to the conditions of disclosure described below and obtaining written certification as provided in the Program, the Claims Administrator may disclose PHI to the Company, for Program administration purposes only. "Program administration purposes" means administrative functions performed by the Company on behalf of the Program, such as quality assurance, claims processing, auditing, and monitoring. Program administrative functions do not include any other benefit or benefit plan functions of the Company, and they do not include any employment-related functions. In no event shall the Company be permitted to use or disclose PHI in a manner that is inconsistent with 45 CFR Section 164.504(f).

The Company agrees that for any PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) disclosed to it by the Claims Administrator, the Company shall:

- Not use or further disclose the PHI other than as permitted or required by the Program or as required by law;
- Ensure that any agent, including a subcontractor, to whom it provides PHI received from the Program, agrees to the same restrictions and conditions that apply to the Company with respect to PHI;
- Not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Company;
- Report to the Program any use or disclosure of information that is inconsistent with these uses or disclosures of which it becomes aware;
- Make available PHI to comply with HIPAA's right to access in accordance with 45 CFR Section 164.524;
- Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;

- Make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- Make its internal practices, books, and records relating to the use and disclosure of PHI received from the Program available to the Secretary of Health and Human Services to determine compliance by the Program with HIPAA's privacy requirements;
- If feasible, return or destroy all PHI received from the HRA that the Company still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made. If such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- Ensure that the adequate separation between the Program and the Company (i.e., the "firewall"), required in 45 CFR Section 504(f)(2)(iii), is satisfied.

The Company further agrees that if it creates, receives, maintains, or transmits any electronic PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) on behalf of the Program, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI. Further, it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Company will report to the Plan Administrator any security incident of which it becomes aware.

The Company may provide PHI to Employees of the Company whose employment responsibilities include administration of the Program (and their superiors, who have a need to know such information), including payroll staff performing Program functions, members of the EEAC, and any other employee who needs access to PHI in order to perform Program administration functions that the Company performs for the Program (such as quality assurance, claims processing, auditing, monitoring, payroll, and appeals). No other Employees shall have access to PHI. These specified Employees (or classes of Employees) shall only have access to and use PHI to the extent necessary to perform the Program administration functions that the Company performs for the Program. If any of these specified Employees does not comply with the provisions of this Program section, that Employee shall be subject to disciplinary action by the Company for noncompliance pursuant to the Company's Employee discipline and termination procedures.

The Company will ensure that these HIPAA provisions are supported by reasonable and appropriate security measures to the extent that the designees have access to electronic PHI.

CONTACT INFORMATION

Review the tables in this section for contact information for the various Plan Administrators and vendors.

Contact Information	
Vendor	
Name	Aon Hewitt
Type	Eligibility and Enrollment
Services Provided	To determine eligibility, including COBRA administration, contact the AT&T Benefits Center below
Vendor Contact Numbers	
Contact Numbers Information	Contact the Eligibility and Enrollment Vendor at:
Domestic Phone Number	877-722-0020
International Phone Number	1-847-883-0866
Vendor Hours of Operation	
Hours of Operation	<p>Service Center: Monday through Friday from 7 a.m. to 7p.m. Central time. To speak to the AT&T Benefits Center by phone, you will need to provide the last four digits of your Social Security number, your date of birth and your AT&T Benefits Center password.</p> <p>IVR System: The interactive voice response system is available 24 hours a day, seven days a week (except Sundays from 1 a.m. to noon Central time and periodically during the week for one hour between midnight and 5 a.m. for maintenance and updates).</p>
Vendor Web	
Web Access Information	Important: To access the website you will need your AT&T Benefits Center ID and password.
Website	resources.hewitt.com/att
Vendor Mailing Address	
<i>Table continued on next page</i>	

Contact Information	
General Mailing Address	
Mailing Address Information	General questions about the Program may be sent to:
Domestic	AT&T Benefits Center P.O. Box 1407 Lincolnshire, IL 60069-1407
Claims	
Claims Information	Written Claims for eligibility under the Program must be sent to:
Claims Regular	AT&T Benefits Center Benefit Determination Review Team P.O. Box 1407 Lincolnshire, IL 60069-1407
Claims Overnight	AT&T Benefits Center Benefit Determination Review Team P.O. Box 1407 Lincolnshire, IL 60069-1407
Appeals	
Appeals Information	Written Appeals for eligibility under the Program must be sent to:
Appeals Regular	AT&T Benefits Center Eligibility and Enrollment Appeals Committee P.O. Box 1407 Lincolnshire, IL 60069-1407
Appeals Overnight	AT&T Benefits Center Eligibility and Enrollment Appeals Committee P.O. Box 1407 Lincolnshire, IL 60069-1407
Table continued on next page	

Contact Information	
Vendor	
Name	ADP Benefit Services KY, Inc.
Type	HRA Claims and Appeals
Services Provided	To request reimbursements or for Claims or Appeals related to reimbursements.
Vendor Contact Numbers	
Contact Numbers Information	Contact the Claims Administrator at:
Domestic Phone Number	800-283-3211
International Phone Number	1-502-267-4900
Hearing Impaired Phone Number	800-952-0450
Vendor Hours of Operation	
Hours of Operation	Service Center: Monday through Friday from 7 a.m. to 7 p.m. Central time. IVR System: The interactive voice response system is available 24 hours a day, seven days a week.
Vendor Web	
Web Access Information	Important: To access the website you will need your ID and password.
Website	myspendingaccount.adp.com
Vendor Mailing Address	
General Mailing Address	
Mailing Address Information	General questions about the Program may be sent to:
Domestic	ADP Benefit Services KY, Inc. P.O. Box 34700 Louisville, KY 40232
Table continued on next page	

Contact Information	
Claims	
Claims Information	Written Claims for reimbursement/benefits or an Appeal of a denied Claim for reimbursement/benefits under the Program must be submitted online at the Claims Administrator's website (including uploading images of your receipts) or sent to:
Claims Regular	ADP Benefit Services KY, Inc. P.O. Box 34700 Louisville, KY 40232
Claims Overnight	ADP Benefit Services KY, Inc. 11405 Bluegrass Parkway Louisville, KY 40299
Appeals	
Appeals Information	Written Appeals for reimbursement/benefits or an Appeal of a denied Claim for reimbursement/benefits under the Program must be sent to:
Appeals Regular	ADP Benefit Services KY, Inc. P.O. Box 34700 Louisville, KY 40232
Appeals Overnight	ADP Benefit Services KY, Inc. 11405 Bluegrass Parkway Louisville, KY 40299
Vendor Fax Number	
Domestic	866-643-2219
Vendor Special Instructions	
Instructions	Reimbursement Claims with receipts can be faxed to the number above.

INFORMATION CHANGES AND OTHER COMMON RESOURCES

It's important to keep your work and home addresses current because the majority of your benefits, Payroll or similar information is sent to these addresses. Please include any room, cubicle or suite number that will help make mail-routing more efficient.

Active Employee Address and Telephone Number Changes	
For Employees with access to the Employee intranet, go to myintranet.att.com to review and/or update your:	
eLink Users	<p>Home address:</p> <ul style="list-style-type: none"> • Go to OneStop at onestop.web.att.com and select eLink (eCorp) in the left navigation bar. • Enter your ATTUID and AT&T Global Logon password. (If you do not know your password, please follow the instructions on the screen.) • Once logged on, click OK. • On the eCorp home page, click on the Employee Services tab. (Note: Please be sure the far right-hand scroll bar is all the way to the top.) • Select Personal Information. • Select Maintain Addresses and Phone Numbers. • To update your address, select Edit. • Make any necessary changes, and click Save. <p>Work address:</p> <ul style="list-style-type: none"> • Go to myintranet.att.com on the Employee intranet. • Review your work address information by looking up your name in the Webphone Directory section on the home page. • If you have changes, contact your supervisor or eLink assistant. Remember to include any room, cubicle or suite number that will help make mail routing more efficient. For Employees without access to the Employee intranet, contact your supervisor or eLink assistant.

OneStop and Internet Access
<p>Your Benefits section of OneStop (Active Employees from work). The Your Benefits section of HROneStop provides access to SPDs, Administrator websites (which may include Provider directories and other tools) and current communications. To access this information, visit the Your Money Matters section of OneStop at onestop.web.att.com.</p>
<p>AT&T Employee and eligible Former Employee benefits Internet site. Go to the Your Benefits section of access.att.com (AT&T's secure Internet site for Employees and Former Employees) for benefits information at home and at any time. Just go to access.att.com and follow the login instructions.</p>

DEFINITIONS

The definitions in this section apply to the terms used in this SPD. These terms are capitalized when they appear in the text.

Active Employee. An Active Employee is a Bargained Employee who is on the Payroll (whether or not actually receiving pay) and who is performing services for his or her employer.

Adverse Benefit Determination. An Adverse Benefit Determination is any failure to provide reimbursement (in whole or in part), including any such denial that is based on a determination of a Participant's eligibility to participate in the Program.

Appeal. An Appeal is a written request for the Program to review an Adverse Benefit Determination under the formal process outlined in the Program for a Claim for Eligibility or Claim for Benefits. See the "Claims Procedure" section for more information.

Applicable Collective Bargaining Agreement. An Applicable Collective Bargaining Agreement is an agreement between the Company and a union that is listed in *Appendix A-1* or *A-2* and that is a Participating Company.

AT&T Medical Program. An AT&T Medical Program is any option available under the AT&T Umbrella Benefit Plan No. 1 that provides health care benefits to Eligible Employees that participate in this Program.

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

Child(ren). See the "Eligible Dependents" section for the definition of Child(ren).

Claim. A Claim is a Claim for Benefits or a Claim for Eligibility.

Claim for Benefits. A Claim for Benefits is a written request for reimbursement under the Program. A request concerning eligibility shall not be considered a Claim for Benefits unless the Claimant's eligibility is a basis for the denial of a request for the payment of benefits under the Program.

Claim for Eligibility. A Claim for Eligibility is a written request for participation in the Program.

Claimant. A Claimant means an Employee, Former Employee or their authorized representative who has submitted a Claim for Benefits or a Claim for Eligibility under the Program.

Claims Administrator. A Claims Administrator is any third-party administrator, 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 or Claims for Eligibility under the Program. If no separate Claims Administrator has been designated by the Company or the Plan Administrator, the Plan Administrator will be the Claims Administrator for the Program.

COBRA. COBRA is the Consolidated Omnibus Budget Reconciliation Act (P.L. 99-272) as enacted April 7, 1986, and as subsequently amended from time to time. See the "Extension of Coverage – COBRA" section for more information.

Code. Code is 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.

Company. The Company means AT&T Services, Inc. and its subsidiaries and affiliates that are Participating Companies or any successor or successors thereof.

Company Self-Funded Option. Company Self-Funded Option means a health care coverage option under an AT&T Medical Program, the benefits under which are funded through the Company and not through a third-party insurer.

Eligibility and Enrollment Appeals Committee (EEAC). The Eligibility and Enrollment Appeals Committee (EEAC) is the committee appointed by the Company to make the final determination on eligibility Appeals.

Eligibility and Enrollment Vendor. The Eligibility and Enrollment Vendor (currently operating as the AT&T Benefits Center) is the third-party vendor to which the Plan Administrator has delegated Program responsibility for eligibility determinations, enrollment administration, COBRA administration, and the provision of general benefits information to Participants.

Eligible Dependent. See the "Eligible Dependent" section for an explanation as to who qualifies as an Eligible Dependent.

Eligible Person. An Eligible Person is an Active Employee or Former Employee of a Participating Company who satisfies the conditions for eligibility to participate in the Program as described in the "Eligibility and Participation" section.

Eligible Expenses. Eligible Expenses are expenditures actually incurred by an Eligible Person or an Eligible Dependent for "medical care" within the meaning of Section 213(d) of the Code.

Employee. An Employee is 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 Participating Company.

ERISA. ERISA is 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.

Explanation of Benefits. An Explanation of Benefits (EOB) is a statement you receive after a benefits administrator has processed your Claim for Benefits. With respect to this Program, the EOB shows the expenses submitted for reimbursement and the amount that is reimbursed.

FMLA. FMLA is the Family and Medical Leave Act of 1993, as amended from time to time. Reference to any section or subsection of the FMLA includes references to any comparable or succeeding provisions of any legislation that amends, supplements or replaces such section or subsection.

Former Employee. A Former Employee is an individual who was carried on the Payroll records of a Participating Company as a Bargained Employee, who received a regular and stated compensation, other than a pension or retainer, from that Participating Company, in exchange for services rendered to that Participating Company, and is eligible for Post-Employment Benefits under an AT&T Medical Program that the individual was eligible to participate in on termination of employment.

Fully-Insured Managed Care Option. A Fully-Insured Managed Care Option is a major medical care benefit program option that provides benefits under an insured arrangement and not through a Company Self-Funded Option.

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

HRA. HRA is an acronym for the "Health Reimbursement Account," which is a bookkeeping account created by the Company for Eligible Persons and receives HRA Crediting Amounts on the HRA Crediting Dates.

HRA Account Balance. HRA Account Balance is the amount available for reimbursement from each Participant's HRA and is equal to the aggregate value of HRA Crediting Amounts, less reimbursements.

HRA Crediting Date. HRA Crediting Date is the date that an HRA is credited by the Company.

HRA Crediting Amount. HRA Crediting Amount is the amount that the Company credits to a Participant's HRA.

Health Care Flexible Spending Account (Health Care FSA). The Health Care FSA is an option under the AT&T Flexible Spending Account Plan that offers certain eligible Employees the opportunity to defer salary and pay for certain out-of-pocket health care expenses not covered by a health care plan on a before-tax basis.

Medicare. Medicare is 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.

Participant. A Participant is an Eligible Person who has an HRA Account Balance or is entitled to future HRA Crediting Amounts under the Program.

Participating Company. Participating Company means the Company and/or affiliate or business unit of the Company that has elected to participate in the Program, subject to approval provided in accordance with the AT&T Schedule of Authorizations. See *Appendix A, "Participating Companies and Applicable Collective Bargaining Agreements"* for a list of the Participating Companies.

Payroll. Payroll is the system used by a Participating Company to pay those individuals it considers Employees and to withhold employment taxes from the compensation it pays those Employees. "Payroll" does not include any system that an entity uses to pay individuals whom it does not consider its Employees and for whom it does not actually withhold employment taxes (including individuals regarded as independent contractors).

Plan. Plan means the AT&T Umbrella Benefit Plan No. 2.

Plan Administrator. AT&T Services, Inc. is the Plan Administrator.

Plan Year. Plan Year refers to the 12-month period beginning Jan. 1 and ending Dec. 31.

Post-Employment Benefits. Post-Employment Benefits is AT&T Medical Program coverage (excluding COBRA) made available to a Former Employee who meets eligibility requirements for continued Company Self-Funded Option under an AT&T Medical Program coverage after the Employee terminates employment.

Program. Program means the AT&T Health Reimbursement Account Program.

Qualified Beneficiary. A Qualified Beneficiary is an individual who satisfies the conditions for COBRA continuation coverage described in the "Extension of Coverage — COBRA" section.

Qualifying Event. A Qualifying Event is an event that gives a Qualified Beneficiary the right to retain coverage under the Program in accordance with COBRA.

Regular Employee. A Regular Employee is an Active Employee who is classified as a “Regular Employee,” whether full time or part time, by a Participating Company.

Regular Limited Term or Regular Term Employee. A Regular Limited Term Employee or Regular Term Employee is an Active Employee who is classified as a “Regular Limited Term Employee” or “Regular Term Employee,” respectively, by a Participating Company.

SSP or Success Sharing Plan. SSP or Success Sharing Plan means an arrangement governed by the terms and conditions of a collective bargaining agreement which provides HRA credits based on AT&T stock attributes.

SSP HRA Participant. An SSP HRA Participant is an Eligible Person who satisfies the SSP HRA eligibility terms and conditions as described in the “Eligible Persons” subsection of the “Eligibility and Participation” section.

Temporary (Temp) Employee. A Temporary Employee is an Employee who is classified as a “Temporary Employee” by a Participating Company.

Term Employee. A Term Employee is an Active Employee who is classified as a “Term Employee” by a Participating Company.

USERRA. USERRA is the Uniformed Services Employment and Reemployment Rights Act of 1994.

APPENDIX A-1: PARTICIPATING COMPANIES AND APPLICABLE COLLECTIVE BARGAINING AGREEMENTS

This section identifies Participating Companies and applicable collective bargaining agreements and employee groups. These include Companies that no longer participate, but certain former Employees of these Companies remain eligible to participate in the Program.

This section also provides general information regarding which groups of Eligible Persons within a Participating Company are eligible to participate in the Program.

This table should not be used to determine if you personally are eligible to participate in the Program. See the "Eligibility and Participation" section for more information on eligibility to participate in the Program.

Note: In addition, with prior approval of the AT&T Inc. board of directors (or its delegate) or the successor to such board, other Companies may hereafter become Participating Companies in the Program. A complete updated list of all the Participating Companies for the Program may be obtained from the Plan Administrator. The list also may be examined at the Plan Administrator's office or at other Participating Company locations in your area.

Population Abbreviation	Participating Company Name and Acronym	Employee Group	Bargaining Unit
ACP - CWA District 4	AT&T Teleholdings, Inc. ACP	Bargained	AT&T Midwest Core Contract - CWA District 4
ACP - IBEW Local 21	AT&T Teleholdings, Inc. ACP	Bargained	AT&T Midwest Core Contract - IBEW Local 21
AIS - CWA District 9	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc. - CWA District 9 (<i>Appendix D</i> to the AT&T West Core Contract - CWA District 9)
AIS - IBEW Local 134	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc. - IBEW Local 134 (<i>Appendix F</i> to the AT&T Midwest Core Contract - IBEW Local 21)
AIS - IBEW Local 21	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc. - IBEW Local 21 (<i>Appendix D</i> to the AT&T Midwest Core Contract - IBEW Local 21)
AIS - IBEW Local 494	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc. - IBEW Local 494 (<i>Appendix G</i> to the AT&T Midwest Core Contract - IBEW Local 21)

Appendix A-1:
Participating Companies and Applicable
Collective Bargaining Agreements

Population Abbreviation	Participating Company Name and Acronym	Employee Group	Bargaining Unit
AIS - IBEW Local 58	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc. - IBEW Local 58 (<i>Appendix E</i> to the AT&T Midwest Core Contract - IBEW Local 21)
AIS - NMNU	SBC Global Services, Inc. AIS	Nonmanagement Nonunion	N/A
AIS COS - CWA District 4	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc., COS - CWA District 4
AIS CPE - CWA District 4	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc. (CPE) - CWA District 4 (<i>Appendix G</i> to the AT&T Midwest Core Contract - CWA District 4)
ASI-AIT - CWA District 4	Ameritech Services, Inc. ASI - AIT	Bargained	AT&T Midwest Core Contract - CWA District 4
ASI-AIT - IBEW Local 21	Ameritech Services, Inc. ASI - AIT	Bargained	AT&T Midwest Core Contract - IBEW Local 21
ASI-AIT - NMNU CWA	Ameritech Services, Inc. ASI - AIT	Nonmanagement Nonunion	N/A
ASI-AIT - NMNU IBEW	Ameritech Services, Inc. ASI - AIT	Nonmanagement Nonunion	N/A
BBI - CWA District 3	AT&T Billing Southeast, LLC BBI	Bargained	AT&T Billing Southeast, LLC. - CWA District 3
BCS - CWA District 3	BellSouth Communication Systems, LLC BCS	Bargained	AT&T Southeast Core Contract - CWA District 3

Appendix A-1:
Participating Companies and Applicable
Collective Bargaining Agreements

Population Abbreviation	Participating Company Name and Acronym	Employee Group	Bargaining Unit
BCS - NMNU	BellSouth Communication Systems, LLC BCS	Nonmanagement Nonunion	None
BLD - CWA District 3	BellSouth Long Distance, Inc. BLD	Bargained	AT&T Southeast Core Contract - CWA District 3
BSC - CWA District 3	BellSouth Corporation BCS	Bargained	AT&T Southeast Core Contract - CWA District 3
BST - CWA District 3	BellSouth Telecommunications, LLC BST	Bargained	AT&T Southeast Core Contract - CWA District 3
BST - SE NMNU	BellSouth Telecommunications, LLC BST	Nonmanagement Nonunion	N/A
BST (IS) - CWA District 3	BellSouth Telecommunications, LLC BST (IS)	Bargained	BellSouth Telecommunications, Inc. (Internet Services) - CWA District 3
BST (ND & CA) - District 3	BellSouth Telecommunications, LLC BST (ND & CA)	Bargained	BellSouth Telecommunications, Inc. (National Directory & Customer Assistance) - CWA District 3
BST (UO) - District 3	BellSouth Telecommunications, LLC BST (UO)	Bargained	BellSouth Telecommunications, Inc. (Utility Operations) - CWA District 3
CINW - CWA District 1, 2, 4, 7, 9, 13	AT&T Mobility Services LLC CINW	Bargained	AT&T Mobility Services LLC - CWA Districts 1, 2, 4, 7, 9, 13 (Orange Contract)

Appendix A-1:
Participating Companies and Applicable
Collective Bargaining Agreements

Population Abbreviation	Participating Company Name and Acronym	Employee Group	Bargaining Unit
CINW - NMNU	AT&T Mobility Services LLC CINW	Nonmanagement Nonunion	N/A
CINW - CWA District 3	AT&T Mobility Services LLC CINW	Bargained	AT&T Mobility Services LLC - CWA District 3 (Black Contract)
CINW - CWA District 6	AT&T Mobility Services LLC CINW	Bargained	AT&T Mobility Services LLC - CWA District 6 (Purple Contract)
ILB - CWA District 4	Illinois Bell Telephone Company ILB	Bargained	AT&T Midwest Core Contract - CWA District 4
ILB - IBEW Local 21	Illinois Bell Telephone Company ILB	Bargained	AT&T Midwest Core Contract - IBEW Local 21
ILB - NMNU	Illinois Bell Telephone Company ILB	Nonmanagement Nonunion	N/A
INB - CWA District 4	Indiana Bell Telephone Company, Incorporated INB	Bargained	AT&T Midwest Core Contract - CWA District 4
INB - IBEW Local 21	Indiana Bell Telephone Company, Incorporated INB	Bargained	AT&T Midwest Core Contract - IBEW Local 21
INB - NMNU	Indiana Bell Telephone Company, Incorporated INB	Nonmanagement Nonunion	N/A

Appendix A-1:
Participating Companies and Applicable
Collective Bargaining Agreements

Population Abbreviation	Participating Company Name and Acronym	Employee Group	Bargaining Unit
MIB - CWA District 4	Michigan Bell Telephone Company MIB	Bargained	AT&T Midwest Core Contract - CWA District 4
MIB - NMNU	Michigan Bell Telephone Company MIB	Nonmanagement Nonunion	N/A
NB - CWA District 9	Nevada Bell Telephone Company NB	Bargained	AT&T West Core Contract - CWA District 9
OHB - CWA District 4	The Ohio Bell Telephone Company OHB	Bargained	AT&T Midwest Core Contract - CWA District 4
OHB - NMNU	The Ohio Bell Telephone Company OHB	Nonmanagement Nonunion	N/A
PB - CWA District 9	Pacific Bell Telephone Company PB	Bargained	AT&T West Core Contract - CWA District 9
PB - IBEW Local 1269	Pacific Bell Telephone Company PB	Bargained	Pacific Bell Telephone Company - IBEW Local 1269
PB - NMNU	Pacific Bell Telephone Company PB	Nonmanagement Nonunion	N/A
PB - TIU Local 103	Pacific Bell Telephone Company PB	Bargained	Pacific Bell Telephone Company - TIU Local 103
SBCIS - CWA District 1	SBC Internet Services, Inc. SBCIS	Bargained	AT&T East Core Contract - CWA District 1

Appendix A-1:
Participating Companies and Applicable
Collective Bargaining Agreements

Population Abbreviation	Participating Company Name and Acronym	Employee Group	Bargaining Unit
SBCIS - CWA District 4	SBC Internet Services, Inc. SBCIS	Bargained	AT&T Midwest Core Contract - CWA District 4
SBCIS - CWA District 6	SBC Internet Services, Inc. SBCIS	Bargained	AT&T Southwest Core Contract - CWA District 6
SBCIS - CWA District 9	SBC Internet Services, Inc. SBCIS	Bargained	AT&T West Core Contract - CWA District 9
SBCSI - CWA	AT&T Services, Inc. SBCSI	Bargained	AT&T Corp. Core Contract - CWA
SBCSI - CWA District 1	AT&T Services, Inc. SBCSI	Bargained	AT&T East Core Contract - CWA District 1
SBCSI - CWA District 3	AT&T Services, Inc. SBCSI	Bargained	AT&T Southeast Core Contract - CWA District 3
SBCSI - CWA District 4	AT&T Services, Inc. SBCSI	Bargained	AT&T Midwest Core Contract - CWA District 4
SBCSI - CWA District 6	AT&T Services, Inc. SBCSI	Bargained	AT&T Southwest Core Contract - CWA District 6
SBCSI - CWA District 9	AT&T Services, Inc. SBCSI	Bargained	AT&T West Core Contract - CWA District 9
SBCSI - IBEW	AT&T Services, Inc. SBCSI	Bargained	AT&T Corp. Core Contract - IBEW (Legacy T Appendix to the AT&T Midwest Core IBEW Contract)
SBCSI - IBEW Local 21 (Core)	AT&T Services, Inc. SBCSI	Bargained	AT&T Midwest Core Contract - IBEW Local 21
SBCSI - NMNU Legacy T	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion	N/A

Appendix A-1:
Participating Companies and Applicable
Collective Bargaining Agreements

Population Abbreviation	Participating Company Name and Acronym	Employee Group	Bargaining Unit
SBCSI - NMNU MW CWA	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion	N/A
SBCSI - NMNU MW IBEW	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion	N/A
SBCSI - NMNU SW CWA	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion	N/A
SBCSI - NMNU West CWA	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion	N/A
SBLD - CWA District 9	SBC Long Distance, LLC SBLD	Bargained	SBC Long Distance, LLC - CWA District 9
SBLD- IBEW Local 21	SBC Long Distance, LLC SBLD	Bargained	AT&T Midwest Core Contract - IBEW Local 21
SBLD - NMNU	SBC Long Distance, LLC SBLD	Nonmanagement Nonunion	N/A
SMSI - CWA District 6	AT&T Messaging, LLC SMSI	Bargained	AT&T Messaging, LLC - CWA District 6
SNEAM - CWA District 1	SNET America, Inc. SNEAM	Bargained	AT&T East Core Contract - CWA District 1
SNEDG - CWA District 1	SNET Diversified Group, Inc. SNEDG	Bargained	AT&T East Core Contract - CWA District 1
SNET - CWA District 1	The Southern New England Telephone Company SNET	Bargained	AT&T East Core Contract - CWA District 1

Appendix A-1:
Participating Companies and Applicable
Collective Bargaining Agreements

Population Abbreviation	Participating Company Name and Acronym	Employee Group	Bargaining Unit
SNET - NMNU	The Southern New England Telephone Company SNET	Nonmanagement Nonunion	N/A
SWBT - CWA District 6	Southwestern Bell Telephone Company SWBT	Bargained	AT&T Southwest Core Contract - CWA District 6
SWBT - NMNU	Southwestern Bell Telephone Company SWBT	Nonmanagement Nonunion	N/A
TCORP - CWA	AT&T Corp. TCORP	Bargained	AT&T Corp. Core Contract - CWA
TCORP - IBEW	AT&T Corp. TCORP	Bargained	AT&T Corp. Core Contract - IBEW (Legacy T Appendix to the AT&T Midwest Core IBEW Contract)
TCORP - NMNU	AT&T Corp. TCORP	Nonmanagement Nonunion	N/A
TNJI - CWA	TCG New Jersey, Inc. TNJI	Bargained	AT&T Corp. Core Contract - CWA
TNJI - IBEW	TCG New Jersey, Inc. TNJI	Bargained	AT&T Corp. Core Contract - IBEW (Legacy T Appendix to the AT&T Midwest Core IBEW Contract)
TNJI - NMNU	TCG New Jersey, Inc. TNJI	Nonmanagement Nonunion	N/A
TSC - CWA	AT&T Support Services Company Inc. TSC	Bargained	AT&T Corp. Core Contract - CWA

Appendix A-1:
Participating Companies and Applicable
Collective Bargaining Agreements

Population Abbreviation	Participating Company Name and Acronym	Employee Group	Bargaining Unit
TSC - IBEW	AT&T Support Services Company Inc. TSC	Bargained	AT&T Corp. Core Contract - IBEW (Legacy T Appendix to the AT&T Midwest Core IBEW Contract)
TSI - IBEW	AT&T Solutions, Inc. TSI	Bargained	AT&T Corp. Core Contract - IBEW (Legacy T Appendix to the AT&T Midwest Core IBEW Contract)
TSI - NMNU	AT&T Solutions, Inc. TSI	Nonmanagement Nonunion	N/A
TSRVC - CWA	TCG Services, Inc. TSRVC	Bargained	AT&T Corp. Core Contract - CWA
TSRVC - IBEW	TCG Services, Inc. TSRVC	Bargained	AT&T Corp. Core Contract - IBEW (Legacy T Appendix to the AT&T Midwest Core IBEW Contract)
TSRVC - NMNU	TCG Services, Inc. TSRVC	Nonmanagement Nonunion	N/A
WIB - CWA District 4	Wisconsin Bell, Inc. WIB	Bargained	AT&T Midwest Core Contract - CWA District 4
WIB - NMNU	Wisconsin Bell, Inc. WIB	Nonmanagement Nonunion	N/A

APPENDIX A-2: FORMER PARTICIPATING COMPANIES

Population Abbreviation	Former Participating Company Name and Acronym	Employee Group	Bargaining Unit
ACI - IBEW Local 21	Ameritech Communications, Inc. (Delaware) ACI	Bargained	AT&T Midwest Core Contract - IBEW Local 21
ADS-AIT - CWA District 4	Ameritech Advanced Data Services of Illinois, Inc. ADS-AIT	Bargained	AT&T Midwest Core Contract - CWA District 4
ADV - CWA District 4	Ameritech Publishing, Inc. ADV	Bargained	Ameritech Publishing, Inc. - CWA District 4
ADV - NMNU	Ameritech Publishing, Inc. ADV	Nonmanagement Nonunion	N/A
APL - CWA District 4	APIL Partners Partnership APL	Bargained	AT&T Midwest Core Contract - CWA District 4
ASI-SBC - CWA District 6	SBC Advanced Solutions, Inc. ASI-SBC	Bargained	AT&T Southwest Core Contract - CWA District 6
ASI-SBC - CWA District 9	SBC Advanced Solutions, Inc. ASI-SBC	Bargained	AT&T West Core Contract - CWA District 9
BAPCO - CWA District 3	BellSouth Advertising & Publishing Corporation BAPCO	Bargained	BellSouth Advertising & Publishing Corporation - CWA District 3

Appendix A-2: Former
Participating Companies

Population Abbreviation	Former Participating Company Name and Acronym	Employee Group	Bargaining Unit
BAPCO - NMNU	BellSouth Advertising & Publishing Corporation BAPCO	Nonmanagement Nonunion	N/A
BCO - NMNU	L.M. Berry and Company BCO	Nonmanagement Nonunion	N/A
BCR - CWA District 3	BellSouth Communication Systems BCR	Bargained	AT&T Southeast Core Contract - CWA District 3
BMI - CWA District 3	BellSouth Mobility a/k/a Cellular BMI	Bargained	AT&T Southeast Core Contract - CWA District 3
BNI - NMNU	Berry Network, Inc. BNI	Nonmanagement Nonunion	N/A
BSN - CWA District 3	BellSouth Entertainment, LLC BSN	Bargained	AT&T Southeast Core Contract - CWA District 3
CCM - CWA District 3	BellSouth Credit and Collections Management, Inc. CCM	Bargained	AT&T Southeast Core Contract - CWA District 3
CIN - CWA District 3	Westel Indianapolis Tel Co Indiana CIN	Bargained	AT&T Southeast Core Contract - CWA District 3
DGA - IBEW Local 1269	PBD Holdings (dba AT&T Digital Graphics ADvantage) DGA	Bargained	AT&T Digital Graphics ADvantage - IBEW Local 1269.

Appendix A-2: Former Participating Companies

Population Abbreviation	Former Participating Company Name and Acronym	Employee Group	Bargaining Unit
DGA - NMNU	PBD Holdings (dba AT&T Digital Graphics ADvantage) DGA	Nonmanagement Nonunion	N/A
HC - CWA District 9	Pacific Telesis Group HC	Bargained	AT&T West Core Contract - CWA District 9
IYP - CWA District 4	Ameritech Interactive Media, Inc. IYP	Bargained	AT&T Midwest Core Contract - CWA District 4
NME - IBEW Local 21	Ameritech New Media, LLC NME	Bargained	AT&T Midwest Core Contract - IBEW Local 21
ORC - CWA District 4	SBC DataComm, Inc. ORC	Bargained	AT&T Midwest Core Contract - CWA District 4
ORC - CWA District 6	SBC DataComm, Inc. ORC	Bargained	AT&T Southwest Core Contract - CWA District 6
PBD - IBEW Local 1269	Pacific Bell Directory PBD	Bargained	Pacific Bell Directory (North) - IBEW Local 1269
PBD N - NMNU	Pacific Bell Directory PBD	Nonmanagement Nonunion	N/A
PTSS - CWA District 9	Pacific Telesis Shared Services PTSS	Bargained	AT&T West Core Contract - CWA District 9
SBC-OPS - CWA	AT&T Operations, Inc. SBC - OPS	Bargained	AT&T Corp. Core Contract - CWA
SBC-OPS - CWA District 1	AT&T Operations, Inc. SBC - OPS	Bargained	AT&T East Core Contract - CWA District 1

Appendix A-2: Former
Participating Companies

Population Abbreviation	Former Participating Company Name and Acronym	Employee Group	Bargaining Unit
SBC-OPS - CWA District 3	AT&T Operations, Inc. SBC - OPS	Bargained	AT&T Southeast Core Contract - CWA District 3
SBC-OPS - CWA District 6	AT&T Operations, Inc. SBC - OPS	Bargained	AT&T Southwest Core Contract - CWA District 6
SBC-OPS - IBEW	AT&T Operations, Inc. SBC - OPS	Bargained	AT&T Corp. Core Contract - IBEW (Legacy T Appendix to the AT&T Midwest Core IBEW Contract)
SBCTI - CWA District 6	SBC Telecom, Inc. SBCTI	Bargained	AT&T Southwest Core Contract - CWA District 6
SBCTI - CWA District 9	SBC Telecom, Inc. SBCTI	Bargained	AT&T West Core Contract - CWA District 9
SBCTRI - CWA District 3	AT&T Labs, Inc. SBCTRI	Bargained	AT&T Southeast Core Contract - CWA District 3
SBCTRI - TCORP - CWA	AT&T Labs, Inc. SBCTRI	Bargained	AT&T Corp. Core Contract - CWA
SBT - CWA District 6	Southwestern Bell Telecommunications, Inc. SBT	Bargained	AT&T Southwest Core Contract - CWA District 6
SBVS - CWA District 6	AT&T Video Services, Inc. SBVS	Bargained	AT&T Southwest Contract - CWA District 6
SBYP - CWA District 6	Southwestern Bell Yellow Pages, Inc. SBYP	Bargained	Southwestern Bell Yellow Pages, Inc. - CWA District 6
SNEIS - CWA District 1	SNET Information Services, Inc. SNEIS	Bargained	SNET Information Services, Inc. - CWA District 1

Appendix A-2: Former
Participating Companies

Population Abbreviation	Former Participating Company Name and Acronym	Employee Group	Bargaining Unit
SNEIS - NMNU	SNET Information Services, Inc. SNEIS	Nonmanagement Nonunion	N/A
SNEMOB - CWA District 1	SNET Mobility Resources, LLC SNEMOB	Bargained	AT&T East Core Contract - CWA District 1
SNEPV - CWA District 1	SNET Personal Vision, Inc. SNEPV	Bargained	AT&T East Core Contract - CWA District 1
SNEWT - CWA District 1	The Woodbury Telephone Company SNEWT	Bargained	AT&T East Core Contract - CWA District 1
SSC - CWA District 3	BellSouth Affiliate Services Corporation SSC	Bargained	AT&T Southeast Core Contract - CWA District 3
TNJ - TCORP - CWA	TCG NEW JERSEY TNJ	Bargained	AT&T Corp. Core Contract - CWA
WDPS - CWA District 6	Worldwide Directory Products Sales, Inc. WDPS	Bargained	Southwestern Bell Yellow Pages, Inc. - CWA District 6

APPENDIX B-1:

ACTIVE EMPLOYEE – EMPLOYEE GROUP, HRA CREDITING DATE & HRA CREDITING AMOUNTS*

*For SSP HRA participant information see the “SSP HRA Participant” section of this SPD.

ACTIVE EMPLOYEES										
Employee Group	Employment Status	Applicable Dates	HRA Crediting Amount and HRA Crediting Dates							
			Jan. 1, 2010	Apr. 1, 2010	Jan. 1, 2011	Jun. 1, 2011	Jan. 1, 2012	Jan. 1, 2013	Apr. 1, 2013	Jan. 1, 2014
			Individual / Family							
TCORP – CWA TCORP – NMNU TNJI – CWA TNJI – NMNU TSC – CWA TSRVC – CWA TSRVC – NMNU SBCSI – CWA SBCSI – NMNU Legacy T	Regular Full-Time Regular Part-Time	Hired on or before Aug. 8, 2009 And Active on HRA Crediting Date		\$750 / \$1,200	\$600 / \$900					

ACTIVE EMPLOYEES										
Employee Group	Employment Status	Applicable Dates	HRA Crediting Amount and HRA Crediting Dates							
			Jan. 1, 2010	Apr. 1, 2010	Jan. 1, 2011	Jun. 1, 2011	Jan. 1, 2012	Jan. 1, 2013	Apr. 1, 2013	Jan. 1, 2014
			Individual / Family							
TCORP – CWA Relay Associates and Office Support Clerks in Lisle, IL making less than \$30K	Regular Full- Time Term Full-Time	Hired on or before Jan. 1, 2013 And Active on HRA Crediting Date							\$1,000	
TCORP – IBEW TNJI – IBEW TSC – IBEW TSI – IBEW TSRVC – IBEW SBCSI – IBEW TSI – NMNU	Regular Full- Time Regular Part- Time	Hired on or before Aug. 8, 2009 And Active on HRA Crediting Date	\$450 / \$900		\$300 / \$600					

ACTIVE EMPLOYEES										
Employee Group	Employment Status	Applicable Dates	HRA Crediting Amount and HRA Crediting Dates							
			Jan. 1, 2010	Apr. 1, 2010	Jan. 1, 2011	Jun. 1, 2011	Jan. 1, 2012	Jan. 1, 2013	Apr. 1, 2013	Jan. 1, 2014
			Individual / Family							
ACP- IBEW Local 21 ASI-AIT- IBEW Local 21 ILB - IBEW Local 21 INB - IBEW Local 21 SBCSI - IBEW Local 21 ASI-AIT NMNU IBEW SBCSI-NMNU MW IBEW	Regular Full-Time Regular Part-Time Temp Full-Time Temp Part-Time Term Full-Time Term Part-Time	Hired on or before Aug. 8, 2009 And Active on HRA Crediting Date	\$450 / \$900		\$300 / \$600					
AIS - CWA District 9 NB - CWA District 9 PB - CWA District 9 SB CIS - CWA District 9 SB CSI - CWA District 9 PB - TIU Local 103 PB - NMNU	Regular Full-Time Regular Part-Time Term Full-Time Term Part-Time	Hired on or before Aug. 8, 2009 And Active on HRA Crediting Date	\$450 / \$900		\$300 / \$600					

ACTIVE EMPLOYEES										
Employee Group	Employment Status	Applicable Dates	HRA Crediting Amount and HRA Crediting Dates							
			Jan. 1, 2010	Apr. 1, 2010	Jan. 1, 2011	Jun. 1, 2011	Jan. 1, 2012	Jan. 1, 2013	Apr. 1, 2013	Jan. 1, 2014
			Individual / Family							
PB – IBEW Local 1269	Regular Full-Time Regular Part-Time	Hired on or before Aug. 8, 2009 And Active on HRA Crediting Date	\$450 / \$900		\$300 / \$600					

ACTIVE EMPLOYEES										
Employee Group	Employment Status	Applicable Dates	HRA Crediting Amount and HRA Crediting Dates							
			Jan. 1, 2010	Apr. 1, 2010	Jan. 1, 2011	Jun. 1, 2011	Jan. 1, 2012	Jan. 1, 2013	Apr. 1, 2013	Jan. 1, 2014
			Individual / Family							
ILB – CWA District 4 INB – CWA District 4 OHB – CWA District 4 MIB – CWA District 4 WIB – CWA District 4 SBCIS – CWA District 4 SBCSI – CWA District 4 ACP – CWA District 4 ASI – AIT – CWA District 4 AIS COS – CWA District 4 AIS CPE – CWA District 4 ILB – NMNU INB – NMNU MIB – NMNU WIB – NMNU SBCSI – NMNU MW CWA ASI-AIT – NMNU AIS – DATACOM – CWA	Regular Full-Time Regular Part-Time Regular Limited Term Full-Time Regular Limited Term Part-Time	Hired on or before Aug. 8, 2009 And Active on HRA Crediting Date	\$450 / \$900		\$300 / \$600					

ACTIVE EMPLOYEES										
Employee Group	Employment Status	Applicable Dates	HRA Crediting Amount and HRA Crediting Dates							
			Jan. 1, 2010	Apr. 1, 2010	Jan. 1, 2011	Jun. 1, 2011	Jan. 1, 2012	Jan. 1, 2013	Apr. 1, 2013	Jan. 1, 2014
			Individual / Family							
SBLD – IBEW Local 21	Regular Full-Time Regular Part-Time	Hired on or before Aug. 8, 2009 And Active on HRA Crediting Date			\$300 / \$600					
DGA – IBEW Local 1269 DGA – NMNU PBD – IBEW Local 1269 PBDN – NMNU	Regular Full-Time Regular Part-Time Term Full-Time Term Part-Time	Hired on or before Aug. 8, 2009 And Active on HRA Crediting Date				\$450 / \$900	\$300 / \$600			

ACTIVE EMPLOYEES										
Employee Group	Employment Status	Applicable Dates	HRA Crediting Amount and HRA Crediting Dates							
			Jan. 1, 2010	Apr. 1, 2010	Jan. 1, 2011	Jun. 1, 2011	Jan. 1, 2012	Jan. 1, 2013	Apr. 1, 2013	Jan. 1, 2014
			Individual / Family							
BBI – CWA District 3 BAPCO – CWA District 3 (follows SE billing) BNI – NMNU (follows BAPCO – CWA) BCO – NMNU (follows BAPCO – CWA)	Regular Full-Time									
	Regular Part-Time	Hired on or before Aug. 8, 2009								
	Temp Full-Time	And			\$300 / \$600					
	Temp Part-Time	Active on HRA Crediting Date								
	Term Full-Time									
	Term Part-Time									

ACTIVE EMPLOYEES										
Employee Group	Employment Status	Applicable Dates	HRA Crediting Amount and HRA Crediting Dates							
			Jan. 1, 2010	Apr. 1, 2010	Jan. 1, 2011	Jun. 1, 2011	Jan. 1, 2012	Jan. 1, 2013	Apr. 1, 2013	Jan. 1, 2014
			Individual / Family							
SNEIS – CWA District 1 SNET – CWA District 1 SBCIS – CWA District 1 SBCSI – CWA District 1 SNEAM – CWA District 1 SNEDG – CWA District 1	Regular Full-Time	Hired or rehire on or before Aug. 8, 2009 And Active on HRA Crediting Date								
	Regular Part-Time									
	Temp Full-Time		\$300 / \$600							
	Temp Part-Time									
	Term Full-Time									
	Term Part-Time									

ACTIVE EMPLOYEES										
Employee Group	Employment Status	Applicable Dates	HRA Crediting Amount and HRA Crediting Dates							
			Jan. 1, 2010	Apr. 1, 2010	Jan. 1, 2011	Jun. 1, 2011	Jan. 1, 2012	Jan. 1, 2013	Apr. 1, 2013	Jan. 1, 2014
			Individual / Family							
AIS – IBEW Local 21 AIS – IBEW Local 58 AIS – IBEW Local 134 AIS – IBEW Local 494	Regular Full-Time	Hired on or before Aug. 8, 2009 And Active on HRA Crediting Date								
	Regular Part-Time									
	Temp Full-Time		\$450 / \$900	\$300 / \$600						
	Temp Part-Time									
	Term Full-Time									
	Term Part-Time									
ADV – CWA District 4 ADV NMNU	Regular Full-Time	Hired or rehired on or before Dec. 31, 2010 And Active on HRA Crediting Date								
	Regular Part-Time					\$300 / \$600				
	Term Full-Time									
	Term Part-Time									

ACTIVE EMPLOYEES										
Employee Group	Employment Status	Applicable Dates	HRA Crediting Amount and HRA Crediting Dates							
			Jan. 1, 2010	Apr. 1, 2010	Jan. 1, 2011	Jun. 1, 2011	Jan. 1, 2012	Jan. 1, 2013	Apr. 1, 2013	Jan. 1, 2014
			Individual / Family							
CINW – CWA Districts 1, 2, 4, 7, 9, 13 CINW – CWA District 3 CINW – CWA District 6 <i>Excludes Puerto Rico employees</i>	Regular Full-Time Regular Part-Time	Hired or rehired before Jan. 1, 2013 and enrolled in the National Bargained Benefit Program on the HRA Crediting Date								\$500 \$500

APPENDIX B-2:

FORMER EMPLOYEE – EMPLOYEE GROUP, HRA CREDITING DATE, HRA CREDITING AMOUNTS

Former Employees								
Employee Group	Applicable Dates	HRA CREDITING DATES and HRA CREDITING AMOUNTS						
		Jan. 1, 2010	Apr. 1, 2010	Jul. 1, 2010	Oct. 1, 2010	Dec. 1, 2010	Jan. 1, 2011	Jun. 1, 2011
		Individual / Family						
TCORP – CWA TCORP – NMNU TNJI – CWA TNJI – NMNU TSC – CWA TSRVC – CWA TSRVC – NMNU	Retired on or after March 1, 1990 and before Jan. 1, 2010	\$850 / \$1,700					\$150 / \$300	
SBCSI – CWA SBCSI – NMNU Legacy T SBCTRI – TCORP – CWA SBC – OPS – CWA TNJ – TCORP – CWA	Retired after Dec. 31, 2009 and before Apr. 1, 2010		\$750 / \$1,200				\$150 / \$300	

Appendix B-2:
Former Employee – Employee Group, HRA
Crediting Date, HRA Crediting Amounts

Former Employees								
Employee Group	Applicable Dates	HRA CREDITING DATES and HRA CREDITING AMOUNTS						
		Jan. 1, 2010	Apr. 1, 2010	Jul. 1, 2010	Oct. 1, 2010	Dec. 1, 2010	Jan. 1, 2011	Jun. 1, 2011
		Individual / Family						
TCORP – IBEW TNJI – IBEW TSC – IBEW TSI – IBEW TSRVC – IBEW SBCSI – IBEW TSI – NMNU SBC – OPS – IBEW	Retired after Mar. 1, 1990 and before Jun. 28, 2009	\$850 / \$1,700					\$150 / \$300	
AIS – IBEW Local 21 ACP – IBEW Local 21 ASI – AIT – IBEW Local 21 ILB – IBEW Local 21 INB – IBEW Local 21 SBCSI – IBEW Local 21 ASI – AIT NMNU IBEW SBCSI – NMNU MW IBEW ACI – IBEW Local 21 NME – IBEW Local 21	Hired on or before Aug. 8, 2009 and retired after June 28, 2009 and before the HRA Crediting Date	\$850 / \$1,700					\$150 / \$300	

Appendix B-2:
Former Employee – Employee Group, HRA
Crediting Date, HRA Crediting Amounts

Former Employees								
Employee Group	Applicable Dates	HRA CREDITING DATES and HRA CREDITING AMOUNTS						
		Jan. 1, 2010	Apr. 1, 2010	Jul. 1, 2010	Oct. 1, 2010	Dec. 1, 2010	Jan. 1, 2011	Jun. 1, 2011
		Individual / Family						
AIS – CWA District 9 NB – CWA District 9 PB – CWA District 9 SBCIS – CWA District 9 SBCSI – CWA District 9 SBLD – CWA District 9 SBLD – NMNU PB – TIU Local 103 PB – IBEW Local 1269 PBD – IBEW Local 1269 PB – NMNU	Retired on or after Jan. 2, 1991 and before Apr. 5, 2009	\$850 / \$1,700					\$150 / \$300	
	Hired on or before Aug. 8, 2009 and retired after Apr. 4, 2009 and before the HRA Crediting Date; or Hired after Aug. 8, 2009 and retired after Apr. 4, 2009 and before the HRA Crediting Date	\$850 / \$1,700					\$150 / \$300	
ILB – CWA District 4 INB – CWA District 4 OHB – CWA District 4 MIB – CWA District 4 WIB – CWA District 4 SBCIS – CWA District 4 SBCSI – CWA District 4 ACP – CWA District 4 ASI – AIT – CWA District 4 AIS COS – CWA District 4	Retired on and after Jan. 1, 1993 and before June 28, 2009	\$850 / \$1,700					\$150 / \$300	

Appendix B-2:
Former Employee – Employee Group, HRA
Crediting Date, HRA Crediting Amounts

Former Employees								
Employee Group	Applicable Dates	HRA CREDITING DATES and HRA CREDITING AMOUNTS						
		Jan. 1, 2010	Apr. 1, 2010	Jul. 1, 2010	Oct. 1, 2010	Dec. 1, 2010	Jan. 1, 2011	Jun. 1, 2011
		Individual / Family						
AIS CPE – CWA District 4 ILB – NMNU INB – NMNU MIB – NMNU WIB – NMNU SBCSI – NMNU MW CWA ASI –AIT – NMNU ADS – AIT – CWA District 4 APL – CWA District 4 IYP – CWA District 4 ORC – CWA District 4 AIS – DATACOM – CWA	Hired on or before Aug. 8, 2009 and retired after June 28, 2009 and before the HRA Crediting Date	\$850 / \$1,700					\$150 / \$300	
SWBT – CWA District 6 SWBT – NMNU SBYP – CWA District 6 SBVS – CWA District 6 SBCSI – CWA District 6 SBCIS – CWA District 6 SMSI – CWA District 6 ASI – SBC – CWA District 6 ORC – CWA District 6 SBC – OPS – CWA District 6 SBCTI – CWA District 6 SBT – CWA District 6 SBYP – NMNU SBCIS – SE – NMNU WDPS – CWA District 6	Retired before Apr. 5, 2009	\$850 / \$1,700					\$150 / \$300	

Appendix B-2:
Former Employee – Employee Group, HRA
Crediting Date, HRA Crediting Amounts

Former Employees								
Employee Group	Applicable Dates	HRA CREDITING DATES and HRA CREDITING AMOUNTS						
		Jan. 1, 2010	Apr. 1, 2010	Jul. 1, 2010	Oct. 1, 2010	Dec. 1, 2010	Jan. 1, 2011	Jun. 1, 2011
		Individual / Family						
BCR – CWA District 3 SBCSI – CWA District 3 BST – CWA District 3 BBEI – CWA District 3 CCM – CWA District 3 SBCTRI – CWA District 3 SSC – CWA District 3 SBC OPS – CWA District 3 BLD – CWA District 3 BST (UO) – CWA District 3 BST (ND & CA) – District 3 BST (IS) – CWA District 3	Retired on or before Dec. 31, 2009		\$850 / \$1,700					\$150 / \$300
	Retired after Dec. 31, 2009 and before Mar. 2, 2010		\$450 / \$900					\$150 / \$300
	Retired after Mar. 1, 2010 and before Jun. 2, 2010			\$450 / \$900				\$150 / \$300
	Retired after Jun. 1, 2010 and before Sep. 2, 2010				\$450 / \$900			\$150 / \$300
	Retired after Sep. 1, 2010 and before Dec 1, 2010					\$450 / \$900		\$150 / \$300

Appendix B-2:
Former Employee – Employee Group, HRA
Crediting Date, HRA Crediting Amounts

Former Employees								
Employee Group	Applicable Dates	HRA CREDITING DATES and HRA CREDITING AMOUNTS						
		Jan. 1, 2010	Apr. 1, 2010	Jul. 1, 2010	Oct. 1, 2010	Dec. 1, 2010	Jan. 1, 2011	Jun. 1, 2011
		Individual / Family						
BAPCO – CWA District 3 (follows SE Billing) BBI – CWA District 3 BNI – NMNU (follows BAPCO – CWA) BCO – NMNU (follows BAPCO – CWA) BSN – CWA District 3	Retired after Aug. 9, 2009 and before Jan. 1, 2010		\$850 / \$1,700					\$150 / \$300
	Retired after Dec. 31, 2009 and before Mar. 2, 2010		\$450 / \$900					\$150 / \$300
	Retired after Mar. 1, 2010 and before Jun. 2, 2010			\$450 / \$900				\$150 / \$300
	Retired after Jun. 1, 2010 and before Sep. 2, 2010				\$450 / \$900			\$150 / \$300
	Retired after Sep. 1, 2010 and before Dec. 1, 2010					\$450 / \$300		\$150 / \$300

Appendix B-2:
Former Employee – Employee Group, HRA
Crediting Date, HRA Crediting Amounts

Former Employees								
Employee Group	Applicable Dates	HRA CREDITING DATES and HRA CREDITING AMOUNTS						
		Jan. 1, 2010	Apr. 1, 2010	Jul. 1, 2010	Oct. 1, 2010	Dec. 1, 2010	Jan. 1, 2011	Jun. 1, 2011
		Individual / Family						
AIS – IBEW Local 58 AIS – IBEW Local 134	Hired on or before Aug. 8, 2009 and retired after Jun. 28, 2009 and before the HRA Crediting Date; or Hired after Aug. 8, 2009 and retired after Jun. 28, 2009 and before the HRA Crediting Date		\$850 / \$1,700					\$150 / \$300
ADV – CWA District 4 ADV NMNU	Retired after Aug. 15, 2010 and before May 9, 2011							\$150 / \$300

Appendix B-2:
Former Employee – Employee Group, HRA
Crediting Date, HRA Crediting Amounts

Former Employees								
Employee Group	Applicable Dates	HRA CREDITING DATES and HRA CREDITING AMOUNTS						
		Jan. 1, 2010	Apr. 1, 2010	Jul. 1, 2010	Oct. 1, 2010	Dec. 1, 2010	Jan. 1, 2011	Jun. 1, 2011
		Individual / Family						
SNEIS – CWA District 1 SNET – CWA District 1 SBCIS – CWA District 1 SBCSI – CWA District 1 SNEAM – CWA District 1 SNEDG – CWA District 1	Retired after Jan. 1, 1990 and before Apr. 5, 2009.					\$850 / \$1,700	\$150 / \$300	
SBC-OPS – CWA District 1 SNEMOB – CWA District 1 SNEPV – CWA District 1 SNEWT – CWA District 1 SNEIS NMNU SNET NMNU	Hired on or before Aug. 8, 2009 and retired after Apr. 4, 2009 and before the HRA Crediting Date						\$150 / \$300	