

Summary Plan Description



IMPORTANT BENEFITS INFORMATION

AT&T Vision Program (Bargained Employees)

This Summary Plan Description (SPD) is a guide for using the AT&T Vision Program, a component program under the AT&T Umbrella Benefit Plan No. 3. This SPD replaces your existing SPD and all of its summaries of material modifications.

Please keep this SPD for future reference.

NIN: 78-44064

IMPORTANT INFORMATION

This Summary Plan Description (SPD) was written for easy readability. In all cases, the official Plan documents govern and are the final authority on Plan terms. If there are any discrepancies between the information in this SPD and Plan documents, Plan documents will control. AT&T Inc. reserves the right to terminate or amend any and all of its employee benefits plans or programs. Participation in a Plan is neither a contract, nor a guarantee of future employment.

What Is This Document?

This SPD is a guide to your Program benefits. This SPD, together with the SMMs issued for this Program, constitute your SPD for this Program, as well as the AT&T Umbrella Benefit Plan No. 3 (Plan) with respect to benefits provided under this Program. See the [“Eligibility and Participation”](#) section for more information about Program eligibility.

Este documento contiene un resumen, en inglés. Si usted tiene dificultad en entender este documento, entre en contacto por favor con AT&T Benefits Center, **877-722-0020**.

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

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

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

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

What Action Do I Need to Take?

You should review this Summary Plan Description (SPD). Keep your SPDs and Summaries of Material Modification (SMMs) for your future reference. They are your primary resource for questions about your benefits.

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 Program details. Throughout this SPD, there are cross references to other relevant sections in the SPD. You will find opportunities to easily navigate to information. If you are viewing the SPD online, you may click on cross-referenced sections and the Table of Contents to navigate to more information within the SPD. If you are viewing the printed version of this SPD, you may locate these sections by using the Table of Contents.



Throughout this SPD, you will see this icon when you have the opportunity to access information that is not a part of this SPD. When clicking on links represented by this icon, you are leaving the SPD and are going to a third-party managed website to view information and materials that are not part of the SPD. **NOTE:** In this SPD, links to external information are located on page 11, page 15, page 37 and page 48.

Questions?

If you have questions regarding your Program benefits, eligibility or contributions, contact the applicable administrators. Contact information is provided in the [“Contact Information”](#) section.

Si usted tiene alguna dificultad en entender cualquier parte de este documento, entre en contacto por favor con el Administrador en la seccion de [“Contact Information.”](#)

USING THIS SUMMARY PLAN DESCRIPTION

KEY POINTS

- *The AT&T Umbrella Benefit Plan No. 3 (Plan) is a welfare benefit plan providing coverage for health and welfare benefits through component Programs.*
- *This is a Summary Plan Description (SPD) for the AT&T Umbrella Benefit Plan No. 3 (Plan) with respect to Benefits under the AT&T Vision Program.*
- *This document is an SPD for a portion of the Plan that applies to eligible active Bargained Employees of Participating Companies.*

This is a Summary Plan Description (SPD) for the AT&T Umbrella Benefit Plan No. 3 (Plan). The Plan was established on Jan. 1, 2014 when it was split from the AT&T Umbrella Benefit Plan No. 1, which was established on Jan. 1, 2001, and incorporates certain welfare plans sponsored by AT&T Inc. Benefits under the Plan are provided through separate component programs. A program is a portion of the Plan that provides benefits to a particular group of participants or beneficiaries. Each program under the Plan applies to a specified set of benefits and group of Employees.

This SPD is a legal document that provides comprehensive information about the AT&T Vision Program (Program).

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

You can find information about the options available to you in this SPD. Keep this SPD with your important papers and share it with your covered dependents.

Use this SPD to find answers to your questions about your Program Benefits in effect as of Jan. 1, 2019, unless otherwise noted. This SPD replaces all previously issued SPDs and Summary of Material Modifications (SMMs) for the portion of the Program covered in this SPD. To learn whether this SPD describes the Program provisions that apply to you, see the [“Eligibility and Participation”](#) section and your Participating Company or Former Participating Company and your Employee group listed in [“Appendix A” Participating Companies and Former Participating Companies](#).

Company Labels and Acronyms Used in This SPD

Most of the information in this SPD applies to all participants. However, some Program provisions regarding eligibility, contributions, enrollment changes and Benefit levels may differ depending on your employment status, job title, employing company and service history. When the SPD identifies differences that apply to participants of an employing Company or an employee group, acronyms are used to refer to the employing Company or the employee group rather than the official name of the employing Company or group. See ["Appendix A" Participating Companies and Former Participating Companies](#) for the list of Participating Company names and employee groups and their associated acronyms. 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.

Section References

Many of the sections of this SPD relate to other sections of the document. You may not obtain all of the information you need by reading only one section. It is important that you review all sections that apply to a specific topic. Also, see the footnotes and notes embedded in the text. They further clarify content, offer additional information or identify exceptions that apply to certain Covered Persons. These notes are important to fully understand Program Benefits.

Terms Used in This SPD

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

Program Responsibilities

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

HIGHLIGHTS

This SPD describes the Program effective Jan. 1, 2019, unless otherwise noted. Some of the more significant changes to the Program since the last restatement of this SPD effective Jan. 1, 2018 are listed below.

- The eligibility table has been updated to improve readability. See the ["Eligibility Rules"](#) table for more information.
- Appendix C which describes Eligible Former Employee eligibility provisions has been updated and clarified. See ["Appendix C" Eligible Former Employees](#) for more information.
- The list of Participating Companies and Bargaining Units is revised with additions and deletions of companies and bargaining units, as applicable. See ["Appendix A" Participating Companies](#) for more information.

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ELIGIBILITY AND PARTICIPATION

KEY POINTS

- *You are eligible for this Program if you are a Bargained Employee classified by your Participating Company as a Regular, Term or Temporary Employee, or a NMNU Employee who follows the Bargained Employee level of Benefits, of a Participating Company listed in [“Appendix A” Participating Companies](#).*
- *You and your Eligible Dependents are eligible for coverage on the first day of the month in which you obtain six months Term of Employment, unless otherwise noted.*
- *Eligibility rules differ based on your employment status, job title classification and employing company.*
- *The Program provides various levels of coverage for you or you and your Eligible Dependents.*
- *You may be eligible for one or more coverage options under the Program.*

Eligibility at a Glance

This section includes information to help you determine if you are eligible for this Program. Review the [“What Coverage Levels Are Available”](#) section for the levels of coverage available under the Program. To determine if your dependents are eligible for this Program, see the [“How to Determine If Your Dependents Are Eligible for This Program”](#) section.

In order to determine your eligibility for the Program, you need to know your employment classification and if you are in a bargaining unit or population group of a Participating Company listed in [“Appendix A” Participating Companies](#). Locate the information applicable to you in the [“Eligibility Rules”](#) section of the table(s) to determine if you meet the eligibility requirements noted in the table(s) below.

Special eligibility rules apply to Employees who transfer or change positions under circumstances specified in the Benefits Rules for Movement or similar provisions in your collective bargaining agreement. If you move between bargained groups, contact the Eligibility and Enrollment Vendor for assistance in identifying the SPD that applies to you.

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

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

Eligible Employees

If you are an Eligible Employee of a Participating Company, you are eligible for coverage for yourself and your Eligible Dependents as stated in the *Eligibility Rules* table below. Special eligibility rules apply to rehired Eligible Former Employees. See the [“Rehired Eligible Former Employees”](#) section for more information. See the [“Appendix A” Participating Companies](#) section for the identity of the Eligible Employee groups of each Participating Company.

Eligibility Rules

Eligibility Rules	
Eligible Employees	
You are an Eligible Employee if...	<p>Bargained Employees: You are a Bargained Employee or NMNU Employee that follows the Bargained Employee level of benefits of a Participating Company listed in Appendix A and you are classified by your Participating Company as a Regular, Term or Temporary Employee and your status is active, bargained and regular or temporary**</p> <p>**If the Employee classification, Temporary Employees or Term Employees, is not addressed under the applicable bargaining agreement the classification is not covered for that bargaining group.</p> <p>Your eligibility for coverage begins on the first day of the month in which you attain six months Term of Employment.</p>
Population Groups	See " Appendix A " <i>Participating Companies</i> for information on the Bargaining Units and Nonmanagement Nonunion Employees eligible to participate in this Program.
Dual Enrollment	While you may be eligible under more than one status (for example, as an Employee, Eligible Former Employee or dependent), you cannot be enrolled as an Active Employee, Eligible Former Employee and dependent at the same time. The Program allows you to be enrolled under only one status. See the " Dual Enrollment " section for more information.

Rehired Eligible Former Employees

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

- You are an Employee of a Participating Company in the Program in a position that would otherwise make you eligible for Benefits under this Program, and,
- At the time of your latest hire, you were eligible for post-employment benefits as an Eligible Former Employee under a program sponsored by AT&T Inc. or a member of the AT&T Inc. Controlled Group of Companies.

If you are a Rehired Retiree, the provisions of the AT&T Rehired Eligible Former Employee Supplement supersede the rules in this SPD, including but not limited to whether you are eligible for coverage under this or another program. Contact the AT&T Benefits Center to obtain the *AT&T Rehired Eligible Former Employee Supplement*. It will be mailed to you at no cost. See the *Eligibility and Enrollment Vendor* table in the "[Contact Information](#)" section for contact information.



To access the *AT&T Rehired Eligible Former Employee Supplement*, go to <https://DirectPath.dcatalog.com/v/SPD---ATT-Rehired-Eligible-Former-Employee-Supplement/>

By clicking the link above, you are leaving the SPD and are going to a third-party managed website to view information and materials that are not part of the SPD.

You will not be eligible for benefits from a program under AT&T Umbrella Benefit Plan No. 1 while you are an Active Employee except in certain very limited circumstances.

Eligibility for Former Expatriate Employees and Their Dependents

Expatriate Employees and their dependents are not eligible to participate in the Program, except in the following circumstances:

- If an Expatriate Employee's Eligible Dependent experiences a COBRA-Qualifying Event, he or she will have the option to elect COBRA continuation coverage under the Program as an alternative to the AT&T International Health Program (IHP), subject to the same terms, conditions and provisions as are applicable to similarly situated Program participants.
- Upon the death of an Expatriate Employee, the surviving Spouse/Legally Recognized Partner (LRP) and Eligible Dependents can elect the Program as an alternative to the IHP, subject to the same terms, conditions and provisions as are applicable to the similarly situated surviving Spouse/LRP and Eligible Dependents in the Program.

How to Determine If Your Dependents Are Eligible for This Program

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

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

The Company reserves the right to verify eligibility of any enrolled dependents. See the ["Dependent Eligibility Verification"](#) section for more information. Once a dependent is enrolled, it is your responsibility to contact the AT&T Benefits Center to cancel coverage whenever you have a dependent that is no longer eligible, including, for example, when you are divorced. See the ["Enrollment and Changes to Your Coverage"](#) section for more information.

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

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

Eligible Dependent Rules

Eligibility Rules	
Eligible Dependents	
Your dependents who meet the eligibility rule are eligible for Program coverage.	<p>Your Eligible Dependents are:</p> <ul style="list-style-type: none">• Your Spouse/Legally Recognized Partner (LRP).• Your unmarried Child(ren) up to the end of the year in which they reach the age of 23.• Your unmarried Disabled Child(ren) who is mentally or physically disabled, and was mentally or physically disabled before the date he or she would have otherwise become ineligible for coverage (i.e., the age of 23). <p>Child(ren) means:</p> <ul style="list-style-type: none">• Your biological Child, a legally adopted Child or, if living with you, a stepchild or Child for whom you or your Spouse/LRP is a Legal Guardian or a Child placed in your home pending adoption by you or your Spouse/LRP, provided the Child has not reached the age of 18 at the time of placement. Child(ren) also includes a child you are required to cover under the terms of a QMCSO.
Important: <i>Physically or mentally Disabled Child(ren) over the age of 23 must be certified as an Eligible Dependent for coverage. You can do this by completing the application forms available from the AT&T Benefits Center and submitting them for approval to the address on the forms. See the "Certification of Disabled Dependents" section for more information on the certification process.</i>	

Eligible Dependent Exceptions

The information in this section describes special exceptions to the ["Eligible Dependent Rules"](#) set forth above.

Grandfathered Disabled Dependent Children

Your disabled dependent Child will be treated for purposes of eligibility under the Program as an Eligible Dependent if all of the following conditions are met:

- The Child was enrolled as your Eligible Dependent in a health or welfare benefit program sponsored by a Company, except the DIRECTV Health and Welfare Benefit Plan, that has been merged into or acquired by AT&T Inc. or an affiliate of AT&T Inc. (Pre-merger Plan) immediately prior to the time you first became eligible for coverage under the Program.
- The Child has been continuously enrolled as a disabled dependent since the Child was first enrolled in the Program or other program sponsored by the Company.
- The Child remains unmarried and continuously disabled.

For purposes of this provision, disabled means incapable of self-support as a result of a mental or physical disability as determined in accordance with the disabled dependent verification process. See the ["Certification of Disabled Dependents"](#) section for more information.

Grandfathered Legal Guardianship Provisions

Your Child will be treated as if the Child were a natural-born or biological Child of you or your Spouse/Legally Recognized Partner (LRP) for purposes of eligibility under the Program as an Eligible Dependent if all of the following conditions are met:

- The Child was enrolled in either (1) a health or welfare benefit plan sponsored by a Company, except the DIRECTV Health and Welfare Benefit Plan, that has been merged into or acquired by AT&T Inc. or an affiliate of AT&T Inc. (Pre-merger Plan), or (2) a health or life insurance plan sponsored by Southwestern Bell Corporation on Aug. 1, 1994 (SBC Health or Life Plan).
- The Child was enrolled as your Eligible Dependent pursuant to a Legal Guardianship, adoption or similar arrangement either in (1) a Pre-merger Plan or an SBC Health or Life Plan immediately prior to the time you first became eligible for coverage under the Program, or (2) an SBC Health or Life Plan as of July 31, 1994.
- You or your Spouse/Legally Recognized Partner (LRP) has maintained custody of the Child pursuant to the Legal Guardianship, adoption or similar arrangement continuously since the Child was first enrolled in the Program or, if the Child has reached the age of majority as defined by the jurisdiction in which the Child resides, you or your Spouse/Legally Recognized Partner (LRP) had continuously maintained custody of the Child from the time the Child was first enrolled in the Program until the Child reached the age of majority.
- If applicable, the determination that the arrangement is similar to a Legal Guardianship or adoption is made by the applicable Eligibility and Enrollment Vendor, in its sole discretion.

Dependent Eligibility Verification

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

In order to enroll your dependent, you must call the Eligibility and Enrollment Vendor.

The Eligibility and Enrollment Vendor will mail a dependent eligibility verification package to your address. If you do not receive the package in 7-10 days, it is your responsibility to call the Eligibility and Enrollment Vendor again. See the AT&T Benefits Center table in the [“Contact Information”](#) section for contact information.

The dependent eligibility verification package will contain instructions for submitting documents that verify your dependents' eligibility for coverage, including a list of documents that would meet this requirement. For example, if you are enrolling a Child, you will be required to provide a copy of a birth certificate and/or other specified document that establishes the Child's relationship to you.

IMPORTANT: You must provide documentation proving the eligibility of your dependent prior to the date specified by the Eligibility and Enrollment Vendor and before your dependent's coverage can become effective under the Program.

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



For more information on dependent eligibility and documentation required for verification, go to

https://www.yourdependentverification.com/PlanSmart/Report/frm_rpt_pdf.aspx?rpt_path=%5c%5cdvsncc%5cplansmart_prd%5cPlanSmart%5cPortalDocsLibrary%5cPeriod+11+Catchup+Doc+Reqs+3.14.17.pdf

By clicking the link above, you are leaving the SPD and are going to a third-party managed website to view information and materials that are not part of the SPD.

If the Eligibility and Enrollment Vendor denies your application to add your dependent for coverage under the Program, you may file a Claim on this decision to the Eligibility and Enrollment Vendor. If the Eligibility and Enrollment Vendor denies your initial Claim, you may appeal that decision to the Eligibility and Enrollment Appeals Committee (EEAC). See the [“How to File a Claim for Eligibility”](#) section.

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

Note: Enrollment of an ineligible dependent in the Program constitutes Benefits fraud and violates the AT&T Code of Business Conduct. The Company will refer suspected fraudulent enrollments to AT&T Asset Protection for investigation, which may result in legal action and financial consequences. If you are an Active Employee, you may be subject to disciplinary action, up to and including dismissal.

Certification of Disabled Dependents

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

To certify an unmarried Child (including the Child of a Partner) who is disabled, you must contact the Eligibility and Enrollment Vendor to obtain the required forms for certification and follow the instructions on the forms. You and the Child’s physician must complete the application form and submit it for approval as directed in the form. The Eligibility and Enrollment Vendor will advise you whether the Child qualifies for coverage under the terms of the Program. The Eligibility and Enrollment Vendor will enroll your Child for coverage, if your Child is eligible under the terms of the Program. In addition, the Eligibility and Enrollment Vendor will periodically solicit you for disabled dependent verification.

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

A disabled dependent may have to be continuously enrolled to be eligible for Program coverage. See the [“Eligibility and Participation”](#) section of the SPD to determine if this requirement applies.

IMPORTANT: It is best to contact the AT&T Benefits Center three to six months before the Child will age out of coverage. See the [“How to Determine If Your Dependents Are Eligible For This Program”](#) section for further information on the applicable Child age limit. Failure to timely certify your dependent prior to that age will result in a break in Program coverage.

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

Ineligible Dependents

You must notify the Eligibility and Enrollment Vendor when one of your Eligible Dependents becomes ineligible to continue coverage under the Program. In addition, the ineligible dependent should not continue using his or her coverage after the last day of the month in which he or she becomes ineligible, unless the ineligible dependent is eligible for and elects to continue coverage under COBRA. If the Company pays expenses for this ineligible dependent before the ineligibility is identified, you must reimburse the Company for any Benefits paid after the last day of the month in which the Eligible Dependent becomes ineligible.

For more information on eligibility requirements and for the rules for when an Eligible Dependent becomes ineligible, contact the Eligibility and Enrollment Vendor. See the AT&T Benefits Center table in the [“Contact Information”](#) section for contact information. The Company reserves the right to request verification of Eligible Dependent status at any time.

Note: If your dependent does not meet the eligibility requirements of the Program, the Program will not pay any of his or her expenses. Also, if the Program has paid expenses for an ineligible dependent before the ineligibility is identified, you will be required to reimburse the Program for all such expenses.

It is expected that the Active Employees covered under the Program will use the Benefits provided according to the terms of the Program. If you attempt to obtain Benefits to which you are not entitled under the terms of the Program (for example, by submitting false information on Claims for Benefits), or if you permit others to obtain Benefits by fraudulent means (for example, by allowing a Provider to submit Claims for Benefits for services not provided), you may be subject to prosecution and termination of your participation under the Program. Such behavior is also in violation of AT&T's Code of Business Conduct and, as such, you will be subject to disciplinary action, including, but not limited to, dismissal.

Dual Enrollment

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

The Program does not permit you or a dependent to be enrolled in the Program as an Employee, Eligible Former Employee or Eligible Dependent at the same time.

If you have an eligible Spouse/Partner who is eligible to cover themselves and their Eligible Dependents under a Company-sponsored vision program. The following describes the coverage opportunities and/or limitations that apply for these individuals:

If your eligible Spouse/Partner is an Employee or Eligible Former Employee, you and your eligible Spouse/Partner are allowed to:

- Enroll separately and enroll each other and other Eligible Dependents under the Program.
- Enroll in separate Programs. Each may enroll all Eligible Dependents at the same time or you may split the Eligible Dependents between two programs. For example, you may enroll in the Program and your Spouse/Partner may enroll in another program sponsored by the

Company. You each may enroll all Eligible Dependents or you may cover some Eligible Dependents under the Program and some under another program sponsored by the Company.

- Enroll jointly, that is, you may enroll your Spouse/Partner as a dependent (or vice versa) and cover all Eligible Dependents under the Program.

If your eligible former Spouse/former Partner is an Employee, you and your eligible former Spouse/former Partner are allowed to:

- Enroll Eligible Dependents under the Program; that is, each of you may enroll all Eligible Dependents at the same time or you may split the Eligible Dependents between you.
- Enroll Eligible Dependents under another vision Program sponsored by the Company; that is, each of you may enroll all Eligible Dependents at the same time or you may split the Eligible Dependents between you.

IMPORTANT: You and your former Spouse/Partner are not allowed to provide coverage to each other or to dependents who are not eligible to be covered under the Program. See the [“Eligible Dependent Rules”](#) section for further information.

ENROLLMENT AND CHANGES TO YOUR COVERAGE

KEY POINTS

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

- *As an Eligible Employee, you can enroll in the Program after your date of hire, during Annual Enrollment, after you experience certain Change-in-Status Events or prospectively, at any time during the year. You may make changes to your existing coverage during the Plan Year as a result of a Change-in-Status Event.*
- *For more information on enrollment and changes to your coverage, contact the Eligibility and Enrollment Vendor. See the AT&T Benefits Center table in the ["Contact Information"](#) section for contact information.*

What Coverage Levels Are Available

The Program offers the following levels of coverage:

- Individual – You enroll only yourself
- Individual + 1 – You enroll yourself and one Eligible Dependent (such as an eligible Child)*
- Individual + 2 or more – You enroll yourself and two or more Eligible Dependents (such as two eligible Children)*

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

Your Cost of Coverage varies depending on the level of coverage you choose.

See the ["Eligible Dependent Rules"](#) section for information about who qualifies as your Eligible Dependent.

Enrollment at a Glance

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

Enrollment Rules for You

Enrollment	
Newly Eligible Enrollment	<p>Coverage is not automatic. If you do not enroll, you will not have coverage. To have coverage under the Program, you must enroll through the Eligibility and Enrollment Vendor. As part of your enrollment election, you may specify the level of coverage you desire and enroll your Eligible Dependents. If you do not enroll, you will not have coverage.</p> <p>You must enroll within 31 days of the date appearing on your enrollment materials - for coverage to be effective on the date specified below.</p>
Newly Eligible Enrollment cont.	<p>If you enroll in a timely manner, your coverage will begin on the first day of the month in which six months Term of Employment is attained. Otherwise, coverage is prospective and begins the first day of the month following your enrollment provided you have attained six months Term of Employment. See "Prospective Enrollment" below for more information.</p> <p>Coverage for your enrolled Eligible Dependents is effective on the date your coverage is effective, provided that the Eligibility and Enrollment Vendor is able to verify the dependent's eligibility. See the "Dependent Eligibility Verification" section for more information.</p>

Enrollment	
Annual Enrollment	During Annual Enrollment - for coverage to be effective on the first day of the following Plan Year.
Prospective Enrollment	At any time, changes to current coverage or newly elected coverage resulting from Prospective Enrollment are effective on the first day of the month following the request for enrollment. Prospective Enrollment does not permit you to change Program options. See the "Prospective Enrollment" section for further information about eligibility.
Change-in-Status Enrollment	See the "Change-in-Status Enrollment" and "Special Enrollment Period" sections for more information.

Newly Hired Employee Enrollment

If you are classified by the Company as an Eligible Employee, you may enroll yourself and your Eligible Dependents in Vision Program coverage. You will receive enrollment materials from the Eligibility and Enrollment Vendor shortly after you are hired. You need to follow the instructions provided on how to enroll, and enroll within the 31-day window period described in your enrollment materials, for your coverage to be effective on the first day of the month in which you attain six months Term of Employment if your status is Active, Bargained or Regular Employee. Your enrollment is subject to the before-tax premium option provided under the AT&T Flexible Spending Account Plan (AT&T FSA Plan), any contributions made through payroll deduction will be deducted on a before-tax basis unless you elect otherwise. If you do not elect to enroll you will default to No Coverage. See the "Before-Tax Premium Option" section of the [AT&T FSA Plan SPD](#) for further information.

Annual Enrollment

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

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

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

IMPORTANT: If you have a Change-in-Status Event on or after Sept. 1 and want to change your coverage, you need to make two separate elections:

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

You can enroll online via the Eligibility and Enrollment Vendor website or by calling the Eligibility and Enrollment Vendor. See the AT&T Benefits Center table in the ["Contact Information"](#) section for contact information.

Prospective Enrollment

Prospective Enrollment allows you to enroll yourself and/or any Eligible Dependents or cancel coverage for yourself or your dependent(s) outside of the specified enrollment periods (for example, the period specified for new hires, Annual Enrollment or as a result of a Change-in-Status Event). The effective date of the change in coverage is noted in the *Enrollment Rules for You* table. Changes to current coverage or newly elected coverage resulting from Prospective Enrollment are effective on the first day of the month following the request for enrollment, unless coverage was terminated voluntarily or due to nonpayment during the calendar year in which case you must wait until the next Annual Enrollment or a Change-In-Status Event to enroll.

If you contribute toward the cost of your vision coverage, any additional required contributions resulting from your Prospective Enrollment must be paid on an after-tax basis until the first day of the next Plan Year. Refer to the [“Before-Tax and After-Tax Contributions”](#) section for more information.

Special Enrollment Period

You may be eligible for a special enrollment period for Program coverage if:

- You declined coverage for yourself or your Eligible Dependents during Annual Enrollment or when you first became eligible to enroll in the Program because you had coverage through another group health plan or other health insurance coverage and that coverage ends (or if the other employer stops contributing toward the other coverage for you or your dependents). If this happens, you may be able to enroll yourself and your Eligible Dependents for coverage in the Program provided that you request enrollment within 31 days after the other coverage ends (or after the other employer stops contributing toward the other coverage).
- You declined coverage and later gain a new Eligible Dependent through marriage, birth, adoption or placement for adoption. If this happens, you may be able to enroll yourself and your Eligible Dependents for coverage in the Program during a special enrollment period, provided that you request enrollment within 31 days after the event.

To request special enrollment or obtain more information, contact the AT&T Benefits Center. See the [“Contact Information”](#) section for contact information.

Change-in-Status Enrollment

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

You will be eligible to change Program coverage for you and/or your Eligible Dependents during the course of the Plan Year, provided that:

- The change you make is consistent with the Change-in-Status Event.
- You contact the Eligibility and Enrollment Vendor within the required time period as described in the [“Special Enrollment Period”](#) section above or the [“Notice of a Change-in-Status Event”](#) section below.

See [“Appendix B” Change-in-Status Events](#) for a complete list of Change-in-Status Events and the changes you are allowed to make if you experience a Change-in-Status Event.

IMPORTANT: To be considered a Change-in-Status Event, the event must result in the gain or loss of eligibility or a change in the cost for coverage under either the Program or the plan of your Spouse, LRP or dependent.

Your ability to change your Program enrollment when you experience a Change-in-Status Event during a Plan Year is in addition to Annual or Prospective Enrollment opportunities. See the [“Prospective Enrollment”](#) section and the [“Annual Enrollment”](#) section for more information.

Notice of a Change-in-Status Event

It’s important to consider how a change will impact your benefits. If any Change-in-Status Event occurs and you want to change your enrollment choices, you must inform the Eligibility and Enrollment Vendor within the timeframes noted below.

You can change your coverage category (for example, changing from individual to individual + 1) during the Plan Year if you have a qualified change in your family status (for example, adoption or marriage).

- Changes to your coverage as a result of a qualified family status change other than a change on account of death must be made within 31 days of the Change-in-Status Event for the change in coverage to be effective retroactive to the date the event occurred.
- The Eligibility and Enrollment Vendor will advise you as to which changes are permissible. If you do not provide the notification within the time frames noted above, your coverage change will become effective on the first day of the month following the date you contact the Eligibility and Enrollment Vendor.
- If you lose a dependent as a result of death, you must notify the Fidelity Service Center at **800-416-2363**. If you lose a dependent as a result of loss of eligibility (for example, through divorce or marriage of your Child), you must notify the Eligibility and Enrollment Vendor. Although you are not required to notify the Fidelity Service Center within a specified period of time after your dependent’s death, you should contact the Center as soon as possible to initiate the appropriate changes to your Program coverage. Changes resulting from loss of eligibility under the Program will always be made retroactively to the date of loss of eligibility. Generally, the date of loss of eligibility is the last day of the month during which the event that caused the loss of eligibility occurred. There is no retroactive refund to the date of the event for any required contributions, and your ineligible dependent will not have coverage under the Program after the date on which eligibility is lost.
- If any contributions are adjusted as a result of your Change-in-Status Event, the new contributions are effective the first day of the month following the date you contact the Eligibility and Enrollment Vendor to request the change in your coverage. However, if you are an Active Employee making before-tax contributions for your vision coverage pursuant to your AT&T FSA Plan, the amount of your before-tax contributions will not change, even if the required contributions for your new coverage are more or less, unless your Change-in-Status Event also is a qualified status change under your AT&T FSA Plan. Refer to the [“Before-Tax and After-Tax Contributions”](#) section for more information on before-tax and after-tax contributions. Although generally similar, not all Change-in-Status Events under the Program are considered a qualified status change under your AT&T FSA Plan. See your

AT&T FSA Plan SPD for a description and list of events that are considered qualified status changes.

The Effective Date of Your Change-In-Status Enrollment

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

To change your enrollment, contact the Eligibility and Enrollment Vendor. See the *AT&T Benefits Center* table in the [“Contact Information”](#) section for contact information.

As noted above, your change in enrollment request is subject to review by the Eligibility and Enrollment Vendor. This review could have an impact on the effective date of your enrollment. For example, if you request enrollment for your newly eligible Child, your enrollment is subject to the same rules that apply to newly Eligible Employees and dependents, including the Dependent Eligibility Verification Process. Therefore, it is especially important to submit the necessary documents that prove eligibility for your dependent in a timely manner. Failure to submit the documents on time may delay his or her effective date of coverage under the Program beyond the effective dates listed below. See the [“Dependent Eligibility Verification”](#) section for more information.

If you request your enrollment change within the specified time frame and you provide all documentation requested by the Eligibility and Enrollment Vendor within the time required, your new enrollment will become effective either on:

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

If you do not provide Notification and documentation within the timeframes noted above, your enrollment will become effective on the first day of the month following the date you notify the Eligibility and Enrollment Vendor.

Your Change-in-Status Event May Affect the Tax Treatment of Your Contributions

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

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

Change in Employment Classification

If your employment classification changes, such as going from part-time to full-time status, it may affect your coverage. In addition, if the number of hours you are scheduled to work changes, you may be required to contribute to the cost of your coverage or your current contribution may be

waived, depending on the increase or decrease in the number of hours you are scheduled to work.

Enrollment Rules for Your Dependents

Program coverage is not automatic for you or your Eligible Dependents. You must enroll through the Eligibility and Enrollment Vendor to have coverage. To enroll a dependent, you must be enrolled in coverage. See the AT&T Benefits Center table for contact information.

IMPORTANT: Special enrollment provisions apply if you do not enroll when you are first eligible. See the [“Enrollment Rules for You”](#) section.

Your enrollment elections can be made:

- During Annual Enrollment – for coverage beginning the first day of the following Plan Year.
- Within 31 days of the date on your enrollment materials – for coverage beginning on the date specified in your enrollment materials. See the section on [“Enrollment Rules for You”](#) for the date your coverage begins.
- After a Change-in-Status Event. See the [“Permissible Change-in-Status Events”](#) section for additional information, including a list of Change-in-Status Events and the changes in coverage you are allowed to make. A Change-in-Status Event includes the date you are first eligible for the Company contribution toward your coverage.
- You can also enroll dependents during Special Enrollment periods and during a Prospective Enrollment period. See the [“Special Enrollment Period”](#) section for more information.

See the AT&T Benefits Center table for contact information. For information about contributions required to maintain your Program coverage, see the [“Contributions”](#) section.

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

Permissible Change-in-Status Events

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

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

- **The enrollment change must be consistent with the event:** The Change-in-Status Event must:
 - Affect eligibility and coverage under the Program; and
 - Must be on account of and consistent with the event.

- **Request your enrollment before the deadline:** Your request for a change in your enrollment must occur within 31 days of the Change-in-Status Event.
- **Document your event:** While not always required, the Program has the right to request documentation that supports your Change-in-Status Event. For example:
 - Adding a newborn dependent Child will require a copy of the Child's birth certificate.
 - Adding a new Spouse will require a copy of a marriage certificate.

Waiving coverage under the Program in favor of coverage under another employer's plan may require proof of enrollment in the other plan.

LEAVE OF ABSENCE

KEY POINTS

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

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

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

Because your coverage generally will be continued until the end of the month in which your active employment ends, a leave of absence that begins and ends in the same month will not affect your eligibility for coverage. However, you may be required to re-enroll for coverage upon your return to work in order to continue your coverage without interruption.

Extended Coverage for Employees on Active Military Duty

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

The terms Uniformed Services or Military Service mean the United States Armed Forces, the Army National Guard and Air National Guard when engaged in active duty for training, inactive duty training or full-time National Guard duty, the commissioned corps of the United States Public

Health Service and any other category of persons designated by the President of the United States in time of war or national emergency.

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

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

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

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

This is a brief overview of the provisions of USERRA. For information concerning coverage for Employees who are absent from employment by reason of service in the Uniformed Services and their Eligible Dependents, contact the AT&T Benefits Center. See the AT&T Benefits Center table in the ["Contact Information"](#) section for contact information.

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

During a leave covered by the Family and Medical Leave Act (FMLA leave), the Company will maintain your coverage under the Program for up to 12 weeks of leave on the same terms and conditions as applicable to similarly situated Active Employees who are not on FMLA leave. If you receive pay while on an FMLA Leave, your required contributions will continue to be taken from your pay. If you do not receive pay while on an FMLA Leave, the Company will automatically advance any required Employee contributions for your Program coverage on your behalf while you are on an FMLA leave.

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

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

Continuation of Coverage Under COBRA

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

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

For More Information

FMLA leave information is available on the HROneStop Website at <https://hronestop.web.att.com/group/hr-onestop/attendance> then select the *Family Medical Leave Act (FMLA)* section under the Attendance Leaves heading. The website contains information on FMLA Qualifying Events, eligibility requirements, details on the application process, and other helpful resources. If you are not at work, you will be able to find additional information about FMLA leaves at access.att.com or email support at OneStopLeaves@amcustomercare.att-mail.com.

You also may send correspondence to:

HR Corporate Attendance & Leave Management
105 Auditorium Circle, 12th Floor
San Antonio, TX 78205

Telephone Number

Toll-free: **888-722-1787**

Hours of Operation

Customer Care Specialists are available Monday through Friday, 8 a.m. to 6 p.m. Central time.

WHAT HAPPENS WHEN YOU LEAVE THE COMPANY

Active Program Coverage

Active Program coverage for you and your covered dependents continues through the end of the month in which your employment terminates. If eligible for Post-Employment Benefits, your Post-Employment Benefits will be subject to provisions that apply to Eligible Former Employees unless you elect COBRA continuation coverage under your active Program coverage. Information concerning your options as a former Employee will be provided by the Eligibility and Enrollment Vendor. See the *AT&T Benefits Center* table in the [“Contact Information”](#) section for contact information.

If you are eligible for Eligible Former Employee vision coverage, your coverage automatically will be converted the first day of the following month. You may have different monthly required contributions when you retire.

Post-Employment Benefits Coverage

The Eligibility and Enrollment Vendor will send you information regarding Post-Employment Benefits and required monthly contributions. Contact the AT&T Benefits Center if you do not receive this statement within two weeks of your employment Termination Date or if you would like to make any changes to your coverage. See the *AT&T Benefits Center* table in the [“Contact Information”](#) section for more information.

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

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

Steps You Must Take to Ensure Coverage Continuation	
Within two weeks of your termination of employment date	Look for information from the Eligibility and Enrollment Vendor
Within 31 days of receipt of information from the Eligibility and Enrollment Vendor	Enroll for Post-Employment Benefits available to Eligible Former Employees, if applicable
Within 31 days of enrollment for Post-Employment Benefits available to Eligible Former Employees	Submit payment for any required contributions
Within 65 days of your active Program coverage end date or receipt of COBRA Enrollment Notice, whichever is later	Elect COBRA coverage, if applicable
Within 45 days of receipt of a bill for COBRA coverage from Eligibility and Enrollment Vendor	Submit payment for COBRA coverage
Ongoing	<ul style="list-style-type: none"> • Submit payments to the Eligibility and Enrollment Vendor by the payment due date. • Promptly report your address change by calling the Pension Service Center. If you are not eligible to receive a pension plan benefit, or have already received your entire pension plan benefit in a lump sum and are not eligible for a retiree death benefit from your pension plan, report your address change to the Eligibility and Enrollment Vendor. • Promptly report any Change-in-Status Events to the Eligibility and Enrollment Vendor. • See the “Contact Information” section for contact information.

Dependent Coverage

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

COBRA Coverage in Lieu of Post-Employment Benefits

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

WHEN COVERAGE ENDS

KEY POINTS

- *Coverage under the Program generally terminates on the last day of the month in which your employment with the Company ends.*
- *Coverage for an eligible Spouse/Partner or Child will end as of the last day of the month, when the Spouse/Partner or Child no longer meets the requirements to be eligible under the Program.*
- *You and your eligible Spouse/Partner and Child(ren) may be able to continue coverage under COBRA in certain circumstances. In some circumstances, continued coverage may be provided after your death for some period of time.*

For Employees

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

- The last day of the month in which your employment with the Company ends (including by reason of death or retirement).
- The last day of the month in which you stop being an Eligible Employee.
- Your company is no longer a Participating Company.
- The last day of a period for which contributions for the Cost of Coverage have been made in full, if the contributions for the next period are not made in full when due.
- The day the Program ends.

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

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

For Covered Spouse/Partner and Child(ren)

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

- Your coverage stops.

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

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

- The individual becomes covered as an Employee of the Company under this Program.
- The individual is no longer eligible as defined in the section called Eligible Dependents.

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

A mentally or physically incapacitated Child’s benefit coverage will continue as long as your dependent’s coverage under the Program continues and the Child continues to meet the conditions described in the sections entitled [“Eligible Dependent Rules”](#) and [“Certification of Disabled Dependents.”](#)

If You Are Laid Off From Active Employment

If you terminate employment due to a force adjustment or layoff, continued Company contributions to your coverage may be available for a limited period (as long as you continue to pay any applicable contribution). You will be notified following your termination of employment if the severance or force adjustment program or agreement under which you terminated employment provides for an extension of vision coverage. You may also contact the Eligibility and Enrollment Vendor for assistance with questions.

If You Are Retiring From the Company

If you are retiring from the Company, you may be eligible for Post-Employment Benefits under this Program or a program for Eligible Former Employees for your job classification. The eligibility requirements for Post-Employment Benefits are set forth in the Summary Plan Description (SPD) of the program or programs available to your job classification. Contact the AT&T Benefits Center to request a copy of the applicable SPD. See the [“Contact Information”](#) section for contact information. You also may be eligible to elect continuation coverage under COBRA in lieu of the benefits available for Eligible Former Employees.

Certain Employees who retire from the Company, and their Eligible Dependents, may be eligible to continue vision coverage under the AT&T Eligible Former Employee Vision Program. See [“Appendix C” Eligible Former Employees](#) for requirements. Contact the Eligibility and Enrollment Vendor for information about your eligibility under the AT&T Eligible Former Employee Vision Program.

Regardless of whether you are eligible to continue vision coverage under the AT&T Eligible Former Employee Vision Program following your retirement from the Company, you and your Eligible Dependents who are enrolled in the Program immediately before your retirement may be eligible to continue coverage as provided under COBRA. See the [“Extension of Coverage - COBRA”](#) section for more information.

If you are eligible to continue vision coverage under the AT&T Eligible Former Employee Vision Program but you instead elect to continue your vision coverage under the Program following your retirement as provided under COBRA, you may elect to enroll for coverage under the AT&T Eligible Former Employee Vision Program following the expiration of your COBRA continuation coverage.

If Your Active Employment Ends By Reason of Disability

If you are an Eligible Employee receiving short-term disability benefits from a Company-sponsored short-term disability program (STD Program) and you were eligible to participate in this Program immediately before commencing STD Program benefits, your Program coverage continues as if you were actively at work.

After your STD Program benefits end, you and your Eligible Dependents who are enrolled for vision coverage under the Program immediately before the cessation of your STD Program benefits may be eligible to continue Program coverage under COBRA. See the [“Extension of Coverage - COBRA”](#) section for more information on COBRA.

If you are disabled, you may be eligible to continue your (and your Eligible Dependents’) coverage under this Program or a program for Eligible Former Employees. See the section entitled [“Eligible Former Disabled Employees”](#) for a description of the eligibility requirements applicable to totally disabled former Employees.

If Your Active Employment Ends By Reason of Your Death

If you die, the coverage under the Program for your surviving Eligible Dependents will end on the last day of the month during which your death occurs. Following your death, your surviving Eligible Dependents who are Qualified Beneficiaries may elect to continue vision coverage under COBRA. If elected, the COBRA continuation coverage will be effective as of the first day of the first month following the month during which you die. See the [“Extension of Coverage - COBRA”](#) section for more information. To report a death, call the Fidelity Service Center at **800-416-2363**.

If You Are Rehired

Special rules apply in determining whether you qualify as a rehired Eligible Former Employee following your reemployment or when you may cease to qualify as a rehired Eligible Former Employee. These special rules are contained in the AT&T Rehired Eligible Former Employee Supplement. See the [“Rehired Eligible Former Employees”](#) section for information regarding the *AT&T Rehired Eligible Former Employee Supplement*.

If Your Dependent Becomes Ineligible

Program coverage for your Eligible Dependent ends on the last day of the year or month, as applicable, in which your Eligible Dependent no longer meets the eligibility requirements. Your Eligible Dependent may continue coverage under COBRA. See the [“Extension of Coverage - COBRA”](#) section for more information on COBRA. See the [“Eligible Dependent Rules”](#) section for information on when coverage for your Eligible Dependents ends.

If You Are on a Leave of Absence

If you are on an approved leave of absence, you will receive a notice explaining the coverage that you and your Eligible Dependents are eligible to continue and whether you will be required to pay for this coverage. See the [“Leave of Absence”](#) section for additional information. If Company-provided coverage is not available during your leave, you may continue coverage under COBRA. See the [“Extension of Coverage - COBRA”](#) section.

If You Do Not Make Required Contributions

Program coverage ends if you stop making any required contributions. Coverage will end on the last day of the month for which the required contributions were paid in full.

If you are an Eligible Former Employee, you will not be eligible for COBRA continuation coverage or Post-Employment Benefits. Under these circumstances, you will not be eligible to re-enroll for

Post-Employment Benefits coverage under the Program until the next Annual Enrollment unless you experience a Change-in-Status Event that permits you to enroll sooner.

If You Receive a Promotion

If you are promoted to a Management Employee or a Nonmanagement Nonunion Employee position with the Company, Program coverage may continue to be available for you and your Eligible Dependents; however, the terms of the Program that are applicable to you in your new employment classification may be different than the ones applicable to you before your promotion. Specifically:

- If you are a Bargained Employee in the Midwest - CWA, AT&T Corp. - CWA, Southwest Region - CWA or Southwest Region - CWA Premtech Employee groups and you are promoted to a Management Employee position or a Nonmanagement Nonunion Employee position in the AT&T Corp. (formerly SBC Global Services, Inc.) NMNU Employee groups, your eligibility, contributions and Benefits will be governed by the program provisions that are applicable to Management Employees.
- If you are a Nonmanagement Nonunion Employee (other than one in the AT&T Corp. (formerly SBC Global Services, Inc.) - NMNU Employee group) and you are promoted to a Management Employee position, your eligibility, contributions and Benefits will be governed by the program provisions that are applicable to Management Employees.

If Coverage Is Cancelled

Program coverage ends for you and your Eligible Dependents on the last day of the month during which Program coverage is canceled. If Program coverage is canceled, you may be eligible for COBRA. See the ["Extension of Coverage - COBRA"](#) section for more information on COBRA.

If the Program Is Terminated

If the Company terminates the Program, coverage under the Program ends for you and your Eligible Dependents on the last day of the month in which the Program is terminated.

COBRA

You and your covered Eligible Dependents may be eligible to elect COBRA coverage when Program coverage ends. In considering whether to elect COBRA, you should take into account that a failure to continue your group health coverage will affect future rights, such as special enrollment rights, under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). See the ["Extension of Coverage - COBRA"](#) section for information regarding your rights to elect COBRA continuation coverage.

CONTRIBUTIONS

KEY POINTS

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

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

- The company by which you are employed.
- Your bargained status.
- Your employment classification (e.g., full-time or part-time).
- Whether or not you cover Eligible Dependents.

The contribution amounts for each Plan Year are determined annually by the Company acting in its capacity as Plan Sponsor. You will receive information about contributions at Annual Enrollment each year, any time the Eligibility and Enrollment Vendor determines that you have a Change-in-Status Event that allows you to make an enrollment election and anytime you make a change that results in a contribution change. Refer to your enrollment materials for information concerning the contribution amount that applies to you. You also may obtain an electronic or printed personalized contribution statement any time through the Eligibility and Enrollment Vendor. These documents are considered to be a component of your Summary Plan Description. See the *AT&T Benefits Center* table in the [“Contact Information”](#) section for contact information.

Before-Tax and After-Tax Contributions

If you are an Active Employee, your Program contributions will automatically be deducted from your pay on a before-tax basis upon enrolling in the Program, if you are eligible under your AT&T FSA Plan (unless you enroll through prospective enrollment or elect after-tax contributions). If you do not want these contributions deducted on a before-tax basis, you must elect after-tax contributions when you enroll. Even if you are eligible to change your Program coverage to an option with lower or higher contributions due to a Change-in-Status Event or Prospective Enrollment, you cannot change the amount of your before-tax contributions unless you experience a Change-in-Status Event as defined in the AT&T FSA Plan. Although generally similar, not all Change-in-Status Events under the Program are considered qualified under your AT&T FSA Plan. See your [AT&T FSA Plan SPD](#) for more information on before-tax contributions and for a list of events that are considered Change-in-Status events. If you are not an Active Employee, you must pay your Program contributions on an after-tax basis.

IMPORTANT: Employees who reside in Puerto Rico are not eligible to make contributions toward the Cost of Coverage under the Program on a before-tax basis.

The Difference Between Before-Tax and After-Tax Contributions

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

Before-Tax Contributions

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

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

If you experience a Change-in-Status Event as outlined in the AT&T FSA Plan, you may make changes to your benefits and associated changes to your before-tax deductions provided you report the event to the Eligibility and Enrollment Vendor, and make the associated change in your benefits coverage within the time period specified for making the change under the [AT&T FSA Plan](#).

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

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

After-Tax Contributions

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

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

Contribution Policy

The amount that you must contribute monthly toward coverage is determined before Annual Enrollment each year and is subject to change annually at the sole discretion of the Company, subject to applicable collective bargaining agreements. The following table summarizes the amount you pay toward the Cost of Coverage under the Program.

Contribution Rules

Employee Classification		Contribution Rules
Regular and Term Employee (at least 6 months Term of Employment)	Full-time	<p>Legacy T - CWA, Legacy T Puerto Rico - CWA, DIRECTV - AT&T Corp. CWA:</p> <p>You pay the following monthly contribution</p> <p>Individual: \$2.50</p> <p>Individual + 1: \$5.00</p> <p>Family: \$8.50</p> <p>Midwest Region - CWA, Midwest Region COS - CWA, DIRECTV Midwest Region - CWA, Southeast Region - CWA (excluding Southeast ND and CA), DIRECTV Southeast Region - CWA, DIRECTV - IBEW, AT&T Services (formerly DIRECTV) Customer Assistants - IBEW, West - IBEW Local 1269, Mobility - CWA, Mobility PR - CWA, Mobility VI - CWA, AT&T Services (formerly DIRECTV) Customer Assistants - Mobility CWA, Southwest Region CWA, West Region - CWA, and East Region - CWA:</p> <p>You pay the following monthly contribution</p> <p>Individual: \$2.00</p> <p>Individual + 1: \$5.00</p> <p>Family: \$8.00</p> <p>Midwest Region - IBEW, Leg T - IBEW:</p> <p>You pay the following monthly contribution</p> <p>Individual: \$2.50</p> <p>Individual + 1: \$5.50</p> <p>Family: \$9.00</p> <p>Southeast - NDCA:</p> <p>Not eligible for Vision</p> <p>Southwest Region CWA - 2021</p> <p>You pay the following monthly contribution</p> <p>Individual: \$2.50</p> <p>Individual + 1: \$5.50</p> <p>Family: \$9.00</p> <p>Puerto Rico Employees pay after-tax</p>
Regular and Term Employee (at least 6 months Term of Employment)	Part-time (20 or more scheduled hours per week)	<p>You pay 50% of monthly Cost of Coverage, except Legacy T groups which are shown below.</p> <p>Legacy T - CWA, Legacy T Puerto Rico - CWA, DIRECTV - AT&T Corp. CWA: You pay 50% of monthly Cost of Coverage rounded to the next higher multiple of \$0.50</p> <p>Puerto Rico Employees pay after-tax</p>

Employee Classification		Contribution Rules
Regular and Term Employee (at least 6 months Term of Employment)	Part-time (less than 20 scheduled hours per week)	You pay 100% of the monthly Cost of Coverage Puerto Rico Employees pay after-tax
Eligible Former Employees	See " Appendix C " <i>Eligible Former Employees</i> for Employee Classifications that may be eligible for the AT&T Eligible Former Employee Vision Program.	You pay 100% of the monthly Cost of Coverage Eligible Former Employees who are Medicare Eligible are ineligible for coverage

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

Tax Consequences of Coverage for Legally Recognized Partners and Their Dependents

The Company's level of contribution toward Program coverage for a Legally Recognized Partner (LRP) and an LRP's Child(ren) is the same as the Company's contribution for coverage of a Spouse and a Spouse's Child(ren).

However, when an LRP or an LRP's Child(ren) are covered under the Program, and your relationship is not recognized as a marriage under the applicable state law or federal law, the Company must include the Cost of Coverage as taxable income on your annual tax reporting statement, unless you provide information each year that your covered dependents qualify as tax dependents under the Internal Revenue Code as well as your state and local income tax laws, if applicable.

The amount reported as taxable income on your annual tax reporting statement is based on the total Cost of Coverage under the Program, including any before-tax contributions you have paid for an LRP and his or her Child(ren). This amount is subject to federal, FICA income and any applicable state and local tax withholding.

Employees on Leave of Absence

If you are on an approved leave of absence (LOA), you will receive a notice explaining what Program coverage you are eligible to continue and any contributions that you are required to pay for this coverage. If contributions are required, the Eligibility and Enrollment Vendor will send you a monthly bill. Payment is due on the first of the month for the following month of coverage. For example, the bill you receive on June 15 applies to coverage for the month of July. Payment is due by July 1.

If you have questions concerning billing or payment of your contribution, contact the AT&T Benefits Center. See the AT&T Benefits Center table in the "[Contact Information](#)" section for contact information.

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

Individuals Covered Through COBRA

If you or your Eligible Dependents are continuing coverage through COBRA, you or your Eligible Dependents will be required to pay for the coverage through the direct billing process administered by the Eligibility and Enrollment Vendor. See the [“Extension of Coverage - COBRA”](#) section for more information about COBRA rights.

Direct billing will be handled through the Eligibility and Enrollment Vendor. If you have questions concerning billing or payment of COBRA continuation coverage, you can contact the AT&T Benefits Center. See the *AT&T Benefits Center* table in the [“Contact Information”](#) section for contact information.

If, after reading the information in this section, you have additional questions or wish to confirm the contribution provisions or contribution amounts that apply to you, contact the Eligibility and Enrollment Vendor. See the *AT&T Benefits Center* table in the [“Contact Information”](#) section for contact information.

Conditions for Program Benefits

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

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

YOUR PROGRAM BENEFITS

KEY POINTS

- *The Program provides Benefits for covered services or supplies provided by Network Providers and Non-Network Providers.*
- *Each time you need vision care, you decide whether to use a Network Provider or a Non-Network Provider.*

- *Program Benefits differ depending on whether you choose a Network Provider or a Non-Network Provider.*
- *Generally, your out-of-pocket expenses are lower when you use Network Providers.*
- *Certain provisions of Program Benefits are summarized in the Benefits at a Glance table(s). More detailed information, including exclusions and limitations are listed in the [“Exclusions and Limitations”](#) section.*
- *The Benefits at a Glance table(s) provides information on how you and the Program share in the cost of the most commonly used covered vision services.*

This section describes the Benefit provisions of the Program. The Program is designed to keep your vision care costs low while still allowing you the freedom to visit any Provider you choose. This is accomplished by giving you a choice of using Network Providers or Non-Network Providers for your vision care needs. The Network Providers are a group of Providers that comply with the quality standards of the Benefits Administrator and have agreed to limit their charges for most covered services or supplies. Each time you or your covered Eligible Dependents need care, you have the option of using a Network Provider or a Non-Network Provider.

If you use a Network Provider, and provide your insurance information before the services are provided, your out-of-pocket expenses will generally be lower than if you use a Non-Network Provider and you won't have to file any Claims.

If you use a Non-Network Provider, you pay the Non-Network Provider for the vision care services or supplies you receive and then you submit a Claim to be reimbursed for eligible vision care expenses.

Accessing Network Providers

Each time you need vision care services, you decide whether to use a Network Provider or a Non-Network Provider. For example, you can visit a Network Provider for your Examination and purchase your Frames and Lenses from a different Network Provider or a Non-Network Provider. You do not have to use the same Provider each time you need vision care services or supplies.

When you need vision care services, you choose which Provider you want to use. You'll generally pay less out of pocket when you use a Network Provider. To find out which Providers in your area are Network Providers, contact the Benefits Administrator. See the Benefits Administrator for the Program table in the [“Contact Information”](#) section for contact information.



Need to find a network provider? Go to <https://www.eyemedvisioncare.com/att/secure/provloc.emvc>

By clicking the link above, you are leaving the SPD document and are going to a third-party managed website to view information and materials that are not part of the SPD.

Before receiving services, provide your coverage information to verify the network status of the Providers for both the Examination and supplies (Lenses and Frames). For example, Providers that share the same facility (such as an Ophthalmologist and an eyeglass/Contact Lenses supplier) might not both be Network Providers.

Note: If you use a Non-Network Provider, you will be responsible for any ineligible expenses under the Non-Network Provider provisions of the Program. It is important for you to verify that

your Provider is a Network Provider and is accepting new patients by contacting the Provider or the Benefits Administrator before you seek vision care services.

What You Need to Know About Network Providers

The Benefits Administrator is responsible for establishing and managing the network of Network Providers and for determining Claim payments. Providers (such as Ophthalmologists) do not determine your Benefits under the Program and are not qualified to advise you about what the Program covers. Network Providers are independent practitioners. They are neither Company employees nor employees of the Benefits Administrator. It is your responsibility to select your Provider.

IMPORTANT: Provider networks are made available by the Benefit Administrator, in its sole discretion, and the provider network can change from time-to-time at any time.

Benefits at a Glance

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

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

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

Benefits at a Glance

	Network	Non-Network	Limitations and Exceptions
Cost Sharing			
Annual Limits	Amounts determined by the percentages below are applied to the Allowable Amount.	Dollar amounts below are what the Program pays up to.	Required: You must advise Provider of coverage at time of service to receive Network Benefits.

	Network	Non-Network	Limitations and Exceptions
Preventive Care			
Exams			
Routine vision exams	Program pays 100%	\$28 towards Exam cost	Once every 12 months, from the last date of service.
Vision Materials			
Standard Lenses			
Single	First Pair Benefit Program pays 100% Second Pair Benefit Program pays 100% after \$30 Co-payment	\$30	First Pair Benefit Once every 12 months, from the last date of service. Second Pair Benefit Once every 24 months, from the last date of service.
Bifocals	First Pair Benefit Program pays 100% Second Pair Benefit Program pays 100% after \$30 Co-payment	\$52	First Pair Benefit Once every 12 months, from the last date of service. Second Pair Benefit Once every 24 months, from the last date of service.
Trifocals		\$72	
Lenticular		\$80	
Progressive	First Pair Benefit \$112 Allowance Second Pair Benefit Program pays 100% after \$95 Co-payment	\$52 Allowance	

	Network	Non-Network	Limitations and Exceptions
Standard Lens Options	<p>Standard Polycarbonate</p> <p>First Pair Benefit Program pays 100%</p> <p>Second Pair Benefit Adults: Not covered</p> <p>Children younger than age 19: Program pays 100%</p> <p>Not covered: Lens options include tints, scratch resistant, anti-reflective coating, photogrey/transitions, edge coating, edge polishing, etc.</p>	\$0	Discounts may be available, check with the Network Provider.
Frames			
Frames	<p>First Pair Benefit \$130 Allowance</p> <p>Second Pair Benefit \$105 Allowance</p>	\$30	<p>First Pair Benefits Once every 12 months, from last date of service.</p> <p>Second Pair Benefits Once every 24 months, from last date of service.</p> <p>Discounts may be available, check with Network Provider.</p>
Contact Lens Benefits			
Elective Conventional	<p>First Pair Benefit \$150 Allowance</p> <p>Second Pair Benefit \$30 Co-payment, \$150 Allowance</p>	\$150	<p>First Pair Benefit Once every 12 months, from the last date of service.</p> <p>Second Pair Benefit Once every 24 months, from last date of service. Allowance includes supplies only.</p>

	Network	Non-Network	Limitations and Exceptions
Elective Disposable	First Pair Benefit \$150 Allowance Second Pair Benefit \$30 Co-payment, \$150 Allowance	\$150	First Pair Benefit Once every 12 months, from the last date of service. Second Pair Benefit Once every 24 months, from last date of service. Allowance includes supplies only.
Medically necessary lenses	First Pair Benefit Program pays 100% Second Pair Benefit Program pays 100%		Covered only with prior authorization from the Benefits Administrator. If you require an additional Exam due to a medical condition, Benefits may be available under your medical program.
Contact Lens Examination Option - Fit and Follow-up	Not covered	Not covered	Discounts may be available, check with the Network Provider.
Other Services			
LASIK Eye surgery	Not covered	Not covered	To obtain the name of a provider who participates in the discount LASIK offering contact 800-988-4221.

If You Are an Eligible Employee Enrolled in an HMO

If you are an Eligible Employee and have enrolled in a Health Maintenance Organization (HMO) under the AT&T Southwest Medical Program or the AT&T Medical Program and the HMO provides vision care services that are covered services and supplies under the Program, you may submit any copayment amount required by the HMO provider as a Claim under the Program. If vision care services are available through your HMO, you should use the services of the HMO.

Coverage Under an AT&T Safety Lens Program for Eligible Employees

If you receive payment from an AT&T safety Lens program that does not cover your entire cost, you may choose to submit the Claim for Benefits, including your itemized bill and documentation of unpaid amounts for services and supplies to the Benefits Administrator. The Program will pay the difference between the amount paid by the AT&T safety Lens program and your actual cost, up to Program limits. Generally, the Program only provides Benefits once every 12 months under your first pair benefit and once every 24 months under your second pair benefit and your reimbursement of any remaining cost for safety Lenses will count toward this Benefit. In other words, the Program covers either safety glasses or prescription eyeglasses/Contact Lenses, but not both, during any 12- or 24-month period.

What Is Covered

The Program pays scheduled Benefits for:

- One routine Examination with dilation, as necessary, or Contact Lens Examination every 12 months from the last date of service.
- One Frame, if fitted and used with prescription eyeglass lenses, every 12 months from the last date of service.
- One pair of prescription eyeglass Lenses or prescription Contact Lenses (conventional, disposable or Medically Necessary), subject to the Contact Lens Allowance amount, every 12 months from the last date of service.
- A second pair of prescription eyeglass Lenses or prescription Contact Lenses (conventional or Medically Necessary), subject to the Contact Lens Allowance amount every 24 months from the last date of service.
- A second Frame, if fitted and used with prescription Lenses, every 24 months from the last date of service.

The limits on the Benefits available within a 12- or 24-month period apply separately to you and each of your covered Eligible Dependents. The 12- or 24-month period, as applicable, begins on the last date of service. The limits apply regardless of whether you use a Network Provider or a Non-Network Provider. You can verify the last date of service for you and your dependents by logging into the Benefit Administrator's website or by calling the Benefits Administrator.

In addition, the Program will cover an additional routine Examination performed by an Ophthalmologist that results from a routine Examination covered under the Program if all of the following are true (In-Network only):

- An Optometrist refers you during a covered visit.
- The referral is Medically Necessary as determined by the Ophthalmologist and not part of the Optometrist's routine procedures.
- You see the Ophthalmologist within 60 days after you see the Optometrist.
- At the time you see the Ophthalmologist, you are a Participant.

EXCLUSIONS AND LIMITATIONS

KEY POINTS

- *Certain services are never covered by the Program.*
- *Some services are covered, but only in certain circumstances or to a limited extent.*

The Program covers a wide range of vision services and related supplies, but it does include some limitations. Listed below are many of the limitations and exclusions that apply to the Program. If you need a service that is not covered under the Program it may be covered under the Benefits Administrator's discount policy.

IMPORTANT: Omission of a service or supply from the list below does not automatically qualify it as an eligible expense under the Program. Contact the Benefits Administrator before you receive care to determine if the item or service is covered.

Exclusions and Limitations	
General	Any services or supplies not specifically described as a covered service or supply in the "Benefits at a Glance" section
	Charges for completion of Claim forms or filing Claims
	Charges for missed appointments
	Charges for services or supplies received as a result of an injury, illness or disease resulting from the participation in or attempt to commit a felony or assault
	Claims for Benefits submitted later than 90 days after the end of the Plan Year during which the service or the purchase of the supply occurred
	Examinations performed or Lenses and Frames ordered/purchased/submitted either
	(1) For an individual not covered under the Program
	(2) Before the individual became covered under the Program
	(3) After termination of the individual's coverage under the Program; or
	(4) Before the date of service the individual is eligible for that service or supply again.
	Services or supplies available from any government agency or covered by any government plan
Lens/Frames/Supplies	Services or supplies provided by any other group benefit program providing vision care
	Services or supplies for which no obligation to pay exists or for which no charge would be made in the absence of Program Benefits
	Services or supplies not prescribed by a licensed Optometrist or Ophthalmologist or facility
	Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof
	Charges for replacement of lost or broken Lenses (including Contact Lenses) or Frames before a 12- or 24-month period, as applicable, has passed since the date on which the supply was last ordered, from the last date of service, except as available under the Second Pair Benefit
	Contact Lenses care kits, cleaning solutions, Lens insurance, extra fittings and follow-up visits
	Drugs or any other medication
	Lens options (although Lens options are not covered by the Program, discounts may be available from Network Providers as part of their agreement with the Claims Administrator)
	Plano (nonprescription) Lenses, including sunglasses and Contact Lenses
	Extra charges for tinted, Oversized, Photosensitive or anti-reflective Lenses

Exclusions and Limitations	
	Two pairs of glasses in lieu of bifocals
Procedures/Treatments	Charges for services or supplies generally considered experimental, developmental or investigatory treatment
	Medical and/or surgical treatment of the eye, eyes or supporting structures
	Radial keratotomy
	Special or unusual treatment, including Orthoptic Training, Vision Training, Subnormal Vision Aids, aniseikonic Lenses or Tonography
	Charges for services received as a result of injury or sickness resulting from an act of war, declared or undeclared, including armed insurrection, unless on Company business, including travel, assignment and relocation outside the United States
<p><i>The Program does not cover certain vision care services, supplies or expenses. These are called exclusions. The list of exclusions presented in this section applies to Network Providers and Non-Network Providers. If you have questions about whether a vision care service or supply is covered under the Program, contact the Benefits Administrator.</i></p>	

CLAIMS AND APPEAL PROCEDURES

KEY POINTS

- *Two types of Claims may be made and appealed under the Program: Claims for Eligibility and Claims for Benefits.*
- *If your Claim is denied, you may appeal the decision within 180 days of receipt of the denial notice. It is important to follow the claims and appeal procedures below.*
- *You must file your Appeal within the time limit stated.*
- *You must exhaust all Appeal processes offered by the Program before filing a lawsuit.*

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

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

IMPORTANT: If you have completed all of the claims and appeal procedures explained in the following sections and your Appeal is denied, you have the right to file suit in federal court if you are denied eligibility to participate or if you are denied benefits under the Program.

Claims for Eligibility

When to File a Claim for Eligibility

If you or your dependents attempt to enroll or participate in the Program and are told you or your dependent is not eligible to enroll or participate in the Program, you may call the Eligibility and Enrollment Vendor to attempt to resolve the issue. See the *Eligibility and Enrollment Vendor* table in the [“Contact Information”](#) section. 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 enrollment or participation in the Program. For benefit-related situations, you will need to contact the Benefits Administrator. Please see the [“Claims for Benefits”](#) section for the Claim for Benefits process.

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

How to File a Claim for Eligibility

To file a Claim for Eligibility, you must submit your written Claim for Eligibility, along with any documentation that supports your Claim for Eligibility, to the Eligibility and Enrollment Vendor at the address listed in the [“Contact Information”](#) section. To submit a Claim for Eligibility you must file a completed Claims Initiation Form (CIF) or other written document asserting your Claim, along with any supporting documentation, with the Eligibility and Enrollment Vendor. A CIF is available from the Eligibility and Enrollment Vendor on request.

The Eligibility and Enrollment Vendor will notify you of its decision within 30 days of the date it receives 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 in order to determine your Claim for Eligibility, you will receive notification and you will have 45 days from the date you receive the notification to provide the information. The Eligibility and Enrollment Vendor's decision time period will be suspended until you provide the requested information, up to 45 days.

Once the information is received, 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 will be determined based on the available information, but you may appeal this decision.

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

Activity	Number of Days Allowed	
Eligibility and Enrollment Vendor decides on Claim	30 days	From the date the Eligibility and Enrollment Vendor receives your initial Claim for Eligibility

Activity		Number of Days Allowed
Time period is extended if Eligibility and Enrollment Vendor determines special circumstances require more time	Up to 15 additional days	After the initial 30-day period
You must provide additional information requested by the Eligibility and Enrollment Vendor	45 days	From the date you receive notice from the Eligibility and Enrollment Vendor stating that additional information is needed

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:

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

How to Appeal a Denied Claim for Eligibility

If your Claim for Eligibility is denied and you disagree with the decision, you may appeal the decision by filing a written request for review. To appeal the Claim, you or your authorized representative must file a written Appeal with the Eligibility and Enrollment Vendor within 180 days of receipt of the denial notice. A special form is not required; however, 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.

See the *Eligibility and Enrollment Vendor* table in the ["Contact Information"](#) section for contact information.

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

- Send a written statement of the issues and any other comments. Be sure to clearly state any facts and/or reasons you believe should be considered and include any documents, records or other information relating to your Appeal.
- Include any new or additional evidence or materials that support your Appeal. This information must be provided with your written statement when you file your Appeal.

- Request and receive, free of charge, documents relevant to your Claim for Eligibility, such as any internal rule, guideline, protocol or other similar criterion relied on in denying your Claim for Eligibility.
- Reasonable access to and copies of all documents, records and other information relevant to your Claim for Eligibility.

Internal Appeals Process

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 receipt of 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.

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

Activity	Number of Days	
You request a review of a denied Claim for Eligibility	180 days	From receipt of a denial notice
Eligibility and Enrollment Appeals Committee (EEAC) decides on Appeal	60 days	From the date the EEAC receives your Appeal
Time period is extended if EEAC determines special circumstances require more time	Up to 60 days	After the initial 60-day period

Claims for Benefits

This section explains how to file a Claim for Benefits and how to file an Appeal if your Claim for Benefits is denied. You must file your Appeal within the time limit stated below.

How to File a Claim for Benefits

You, your covered dependents or an authorized representative have the right under ERISA and the Plan (including the Program) to file a written Claim for Benefits. A Claim for Benefits is the initial request that is made to the Benefits Administrator for Benefits under the Program. In some cases, the initial Claim for Benefits is filed by the service Provider, and, in other instances, you have the responsibility to file the initial Claim for Benefits or make certain that the Provider files it on your behalf.

An enrollment or eligibility request is not considered a Claim for Benefits. This is considered a Claim for Eligibility. Please see the ["Claims for Eligibility"](#) section for more information. But, if your

Claim for Benefits is denied on the basis that you are not eligible to participate in the Program, it may be a Claim for Benefits.

Generally, when you use Network Providers, you do not need to file Claims unless you visit an Ophthalmologist for a follow-up visit resulting from a routine vision Examination as described in the [“What Is Covered”](#) section. The Network Provider will file on your behalf for direct payment to be made to the Network Provider. The Provider will collect any part of the cost of the services and supplies that will not be covered by the Program from you at the time of service or bill you for any amount not paid by the Program. You will receive an explanation of benefits (EOB) showing charges and Benefits paid.

If you use a Provider and are referred to an Ophthalmologist or you choose to go to a Non-Network Provider when you need vision care, you must file a Claim for Benefits for covered services or supplies provided under the Program. The Provider will collect payment from you at the time of service or bill you. Claims for Benefits for expenses incurred from a referral to an Ophthalmologist or using a Non-Network Provider must be submitted to the Benefits Administrator using the Benefits Administrator’s claim form. The Benefits Administrator will reimburse you for covered services or supplies and will send you an EOB. You can request a claim form by contacting the Benefits Administrator. You can also download a claim form from the Benefits Administrator’s Web site. See the *Benefits Administrator* table in the [“Contact Information”](#) section for contact information.



Your EyeMed claim form is available at <https://www.e-access.att.com/usersvcs/cspssaml/?service=upoint&servicetype=prod&RelayState=https%3A%2F%2Fssso.hewitt.com%2Fportal%3FpageCd%3DL IST PAGE SPD63>

By clicking the link above, you are leaving the SPD document and are going to a third-party managed website to view information and materials that are not part of the SPD.

The following describes the procedures the Program uses to process Claims for Benefits, along with your rights and responsibilities. These Claims for Benefits procedures comply with the rules of the Department of Labor (DOL). It is important that you follow these procedures to make sure that you receive full Program Benefits. This section provides you with information about how and when to file a Claim for Benefits.

Claim Filing Limits

You or your Provider must submit your Claim for Benefits no later than 90 days after the end of the calendar year in which you receive the Service or supply.

If a Non-Network Provider or a Non-Network Retail Pharmacy submits a Claim for Benefits on your behalf, you are responsible for the timeliness of the Claim for Benefits and these timing requirements still apply. If you or your Provider do not file a Claim for Benefits within this time period, Benefits will be denied or reduced at the Benefits Administrator’s discretion.

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

You may be eligible for reimbursement through your Health Care FSA and/or Health Savings Account (HSA) for expenses not covered by the Program. For more information, refer to the separate summary plan description for reimbursement accounts.

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

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

Payment of Benefits

The Benefits Administrator is responsible for administration of a Claim for Benefits. The Benefits Administrator will make a determination of the Program's applicability to your Claim for Benefits. See the *Benefits Administrator* table in the ["Contact Information"](#) section for information about Claim forms and procedures.

The Benefits Administrator will make a Benefit determination as set forth in the ["Time Period for Initial Determinations on Claims for Benefits"](#) section. Once a Claim for Benefits is approved, Benefits will be paid directly to you unless either:

- The Provider notifies the Benefits Administrator that you authorized payment directly to the Provider.
- You make a written request for payment to be made directly to the Provider when you submit your Claim for Benefits.

The Benefits Administrator will not reimburse third parties who have purchased or been assigned Benefits by Providers.

Time Period for Initial Determinations on Claims for Benefits

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

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

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

What Happens If Your Claim for Benefits Is Denied

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

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

- Information sufficient to identify the Claim (including the date of service, the health care Provider, the Claim amount (if applicable), a statement describing the availability, upon request, of the diagnosis code and its corresponding meaning and the treatment code and its corresponding meaning.
- Specific reasons for the denial.
- Specific references to the Program provisions upon which the denial is based.
- If applicable, a statement that an internal rule, guideline, protocol or other similar criterion was relied upon in making the determination and that a copy of the rule, guideline, protocol or criterion will be provided free of charge upon request.
- If applicable, an explanation of the scientific or clinical judgment for the determination, applying the Program's terms to your medical circumstances or a statement that this explanation will be provided free of charge upon request.
- If applicable, a description of any additional information needed to make your Claim for Benefits acceptable and the reason the information is needed.
- A description of the Program's Appeal procedures.
- A statement of your right to file a civil action under ERISA after you have exhausted all opportunities to appeal under the Program.

How to Appeal an Adverse Benefit Determination on a Claim for Benefits

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

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

IMPORTANT: If your Claim for Benefits is denied on the basis of eligibility to enroll or participate in the Program, you should follow these procedures; however, your Appeal must be filed with the Eligibility and Enrollment Vendor. (See the *Eligibility and Enrollment Vendor* table in the ["Contact Information"](#) section.)

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

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

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

The Benefits Administrator will provide you, free of charge, with any new or additional evidence considered, relied upon or generated by the Plan 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 the notice of final Appeal decision is made to give you a reasonable opportunity to respond.

How to File an Appeal for Benefits

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

- Your name
- Patient's name and patient's identification number from his or her vision ID card
- Dates of service
- Provider's name
- A summary of the issue, including the reason you believe the Claim for Benefits should be paid
- All relevant documents, such as letters, Explanation of Benefits (EOBs) and statements

See the *Benefits Administrator* table in the ["Contact Information"](#) section for more information.

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

If the Adverse Benefit Determination was based on ineligibility to enroll or participate, the first-level appeal will be reviewed by the Eligibility and Enrollment Vendor and the second-level appeal will be reviewed by the Eligibility and Enrollment Appeals Committee (EEAC). See the ["How to Appeal a Denied Claim for Eligibility"](#) section above.

The Benefits Administrator or Eligibility and Enrollment Vendor, as applicable, will make a decision on the first-level appeal of an Adverse Benefit Determination within 30 days after receipt of the appeal.

If an Adverse Benefit Determination is made by the Benefits Administrator or Eligibility and Enrollment Vendor, as applicable, on the first-level appeal and the Claimant is not satisfied with that decision, the Claimant has the right to request a second-level appeal from the Benefits Administrator or the EEAC, as applicable. The Claimant's request for a second-level appeal:

- Must be made in writing within 180 days after the Claimant receives notification of the Adverse Benefit Determination on the first-level appeal; and

- Must state, as clearly and specifically as possible, all issues that relate to the Claim for Benefits which is the subject of the appeal and all reasons why the Claimant believes the Adverse Benefit Determination on the first-level appeal is incorrect.

The second-level appeal of an Adverse Benefit Determination (excluding an Adverse Benefit Determination based on ineligibility to enroll or participate) should be submitted to the Benefits Administrator at the address stated previously in this section. A second-level appeal of an Adverse Benefit Determination based on ineligibility to enroll or participate should be submitted to the EEAC through the Eligibility and Enrollment Vendor. See the *Eligibility and Enrollment Vendor* table in the [“Contact Information”](#) section for the appropriate address.

The Benefits Administrator or EEAC, as applicable, will make a decision on the second-level appeal of an Adverse Benefit Determination within 30 days after receipt of the request for review of the first-level appeal decision.

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

Decisions on Appeals Involving Claims for Benefits

The decision after each level of the appeal of an Adverse Benefit Determination on a Claim for Benefits will be communicated in writing to the Claimant. In the event that an Adverse Benefit Determination is made on the appeal, the Benefits Administrator, Eligibility and Enrollment Vendor or Eligibility and Enrollment Appeals Committee (EEAC), as applicable, will provide written notification to the Claimant which will include all of the following:

- Information sufficient to identify the Claim (including the date of service, the health care Provider, the Claim amount (if applicable), and a statement describing the availability, upon request, of the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning
- Specific reasons for the denial.
- Specific reference to the Program provisions upon which the Adverse Benefit Determination is based.
- If applicable, a statement that an internal rule, guideline, protocol or other similar criterion was relied upon in making the determination, and that a copy of the rule, guideline, protocol or criterion will be provided free of charge upon request
- If applicable, an explanation of the scientific or clinical judgment for the determination, applying the Program’s terms to your medical circumstances or a statement that this explanation will be provided free of charge upon request
- A statement of your right to file a civil action under ERISA after you have exhausted all opportunities to appeal under the Program.

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

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

Scope of Review — Claims for Benefits

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

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

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

- Any and all questions arising from the administration of the Program and interpretation of all Program provisions.
- All relevant facts.
- The construction of all terms of the Program.

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

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

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

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

COORDINATION OF BENEFITS

KEY POINTS

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

Receiving Benefits From Other Coverage

You may be eligible to receive Benefits for vision care services and supplies from the Program and another source. This can happen if you or any of your covered Eligible Dependents have coverage under both the Program and another plan that provides benefits for vision care services and supplies. It can also happen if the Program pays Benefits and you later receive a legal settlement that includes all or part of the cost of your vision care. This section explains how Benefits are determined in these circumstances.

When Coordination of Benefits Applies

The Program contains a provision called Coordination of Benefits (COB). This feature coordinates benefits from all group plans covering you and your covered Eligible Dependents to prevent duplication of vision care benefit payments. Under COB, the total benefits paid by all plans combined will not exceed 100 percent of the Allowable Amount of your vision care expenses. See the [“How COB Works”](#) section for additional information.

The COB feature applies when you are eligible for vision care benefits (in addition to those provided under your Program) from another source, such as:

- A group-sponsored insurance or prepayment plan.
- A government-sponsored plan.

COB rules apply to all of your covered Eligible Dependents. However, COB doesn’t apply to any personal insurance policy (except no-fault or other state-mandated automobile insurance).

Determining Which Plan or Program Pays First

Under the COB provision, the Claims Administrator follows standardized rules to determine which plan is primary and which plan is secondary. Under this provision, the primary plan pays benefits first. After the primary plan has processed your claim, you can then submit your claim to the secondary plan, along with the Explanation of Benefits you received from the primary plan and the Provider’s itemized bill. This is how primary and secondary plans are determined:

- When the other plan doesn’t have a COB provision, that plan is considered primary and the Program is secondary.
- When both plans have COB provisions, one plan must be designated as the primary plan. The determination is generally made in accordance with the following guidelines:

- A plan that covers the Claimant as an active employee is primary over a plan that covers the Claimant as a former employee.
- A plan covering the Claimant as an active or eligible former employee is primary over a plan that covers the Claimant as a dependent.

COB for Eligible Dependent Child(ren)

For Eligible Dependent Children, determining primary and secondary coverage follows this sequence:

- The plan covering the parent whose birthday comes first in the year (month and day) is the primary plan for the Children; the plan covering the other parent is secondary for the Children. This is called the birthday rule. The program uses this rule. If both parents have the same birthday, the primary plan is the plan that has covered the parent for the longer period of time.
- In plans that don't include the birthday rule, the father's group insurance is the primary plan for the Children; the mother's group insurance is secondary for the Children. This is called the male-female rule.
- If one parent is covered by the male-female rule and the other by the birthday rule, the male-female rule applies to the extent permitted by applicable law.

COB If the Parents Are Divorced or Legally Separated

If the parents of Eligible Dependent children are divorced or legally separated, the claims Administrator will determine if there is a court decree of Qualified Medical Child Support Order (QMCSO) establishing financial responsibility for vision care:

- If there is such a decree of QMCSO, the plan covering the parent who has that responsibility will be the primary plan.
- If there is no decree of QMCSO, the plan that covers the parent with custody will be the primary plan; the other parent's plan will be secondary.
- If there is no decree or QMCSO and the parent with the custody remarries, that parent's plan remains primary; the stepparent's plan is secondary. The noncustodial parent's plan is third.
- If payment responsibilities are still unresolved, the plan that has covered the patient for the longest time is the primary plan.

Refer to the ["Qualified Medical Child Support Orders"](#) section for more information.

How COB Works

When you are covered by more than one group plan that provides vision care benefits, you should always submit claims to the primary plan first. Then, when you submit your claims to the secondary plan, include the explanation of benefits statement you received from the primary plan along with the itemized bills.

When the Program is the primary plan, it will pay Benefits as specified in the Program. If the Program is the secondary plan, then the Program will coordinate Benefits with the primary plan to ensure that the benefits payable under both plans do not exceed 100% of the Participants Allowance so the total amount reimbursed by both plans will equal the amount payable by the

more generous of the two plans. If service frequency maximums apply, the services covered under the primary plan will be counted toward the frequency maximum under the Program.

Example: How COB Works

Here's an example of how COB works when the Program is the secondary coverage plan.

Example of How COB Works	
Primary Coverage Plan	Your Spouse's plan because your Spouse is the patient
Secondary Coverage Plan	The Program
Vision Service	Your Spouse purchases new Contact Lenses from a Network Provider
Network Provider's Charge for the Service	\$100
Primary Coverage Plan Benefit	\$80 (80% x \$100 = \$80)
Program Benefit If It Is the Primary Coverage Plan	\$80
Vision Benefit After Coordination of Benefits	\$20 (Allowance for vision care expense of \$100 minus the primary coverage plan payment of \$80 = \$20)

EXTENSION OF COVERAGE - COBRA

KEY POINTS

- *COBRA continuation coverage is a temporary extension of group coverage that allows Program participants who have lost coverage due to a Qualifying Event to continue coverage for a period of time.*
- *Continuation coverage is the same coverage that the Program offers similarly situated Covered Persons who are currently receiving coverage under this Program.*
- *If you experience a Qualifying Event, you must notify the Eligibility and Enrollment Vendor no later than 60 days after the date the event occurs.*
- *If you experience a termination of employment or reduction in hours, the Company will notify the vendor on your behalf.*
- *Once the vendor is notified, you and your Spouse/Partner and Child(ren) will receive an election form and notice. If you or your Spouse/Partner and Child(ren) do not elect your COBRA continuation coverage within the 65-day election period, you will lose your right to elect continuation coverage.*

- *Generally, you will be required to pay the entire cost of COBRA continuation coverage. This cost is equal to 102 percent of the Company's cost of providing coverage to similarly situated Covered Persons under the Program.*
- *If you fail to pay the COBRA premium by the due date, your COBRA coverage will end and you will not be able to re-enroll.*

COBRA Continuation Coverage

Federal law requires most employers sponsoring group health plans to offer a temporary extension of coverage (called continuation coverage or COBRA coverage) in certain instances when coverage under the Program would otherwise end. This coverage is available to Employees/Eligible Former Employees and their families who are covered by the Program. **This section contains important information about your right to continue your health coverage through COBRA, as well as other health coverage options that may be available to you: (a) through the Health Insurance Marketplace at www.HealthCare.gov or by calling 800-318-2596. You may be able to get coverage through the Health Insurance Marketplace that costs less than COBRA continuation coverage. Please read the information contained in this section very carefully and keep it for your records; (b) Medicaid; or (c) other group health plan coverage options (such as a spouse's plan) through what is called a special enrollment period. You should compare your other coverage options with COBRA continuation coverage and chose the coverage that is best for you.** In this section, you is defined as the person or persons who lost coverage due to a Qualifying Event (the Qualified Beneficiary).

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

This section generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive this coverage. This section provides only a summary of your COBRA continuation coverage rights. See the ["Your ERISA Rights"](#) section for contact information.

The COBRA Administrator is the Eligibility and Enrollment Vendor. See the *Eligibility and Enrollment Vendor* table in the ["Contact Information"](#) section for contact information.

In deciding whether to enroll in COBRA coverage you should consider what other health coverage alternatives may be available for you and your family, including coverage that may be available to you through the Health Insurance Marketplace at www.HealthCare.gov or call **1-800-318-2596** or Medicare. You may be able to get coverage through the Health Insurance Marketplace that costs less than COBRA continuation coverage.

In the Health Insurance Marketplace, you could be eligible for a new kind of tax credit that lowers your monthly premiums right away, and you can see what your premium, deductibles, and out-of-pocket costs will be before you make a decision to enroll. Being eligible for COBRA does not limit your eligibility for coverage for a tax credit through the Marketplace. Additionally, you may qualify for a special enrollment opportunity for another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days.

For more information about health insurance options available through the Health Insurance Marketplace, visit www.HealthCare.gov.

What Is COBRA Continuation Coverage?

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

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

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

- Employees/Eligible Former Employees.
- Spouses/Partners of Employees/Eligible Former Employees.
- Dependent Child(ren) of Employees/Eligible Former Employees.

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

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

IMPORTANT: If a COBRA Continuation Coverage participant is eligible for Medicare, Medicare coverage becomes primary to COBRA Continuation Coverage.

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

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

Qualifying Events: When Is COBRA Continuation Coverage Available?

Employee

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

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

Spouse or Partner

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

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

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

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

Child(ren)

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

- The Employee/Eligible Former Employee-parent dies.
- The Employee/Eligible Former Employee-parent's employment ends for reasons other than gross misconduct, or the Employee/Eligible Former Employee-parent's hours of employment with the Company are reduced.
- The parents' divorce or legal separation or the parents' partnership dissolves.

- The Employee/Eligible Former Employee-parent becomes entitled to Medicare Part A, Part B or both.
- The Child ceases to be eligible as a Child under the Program.

FMLA (Active Employee Only)

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

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

This means that you may be entitled to elect COBRA continuation coverage at the end of an FMLA leave for yourself and your dependents even if coverage under the Program ended during the leave.

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

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

If COBRA continuation coverage is elected, the maximum coverage period will begin with the date your coverage would otherwise have ended. See the ["How Long Does COBRA Continuation Coverage Last?"](#) section for more information.

Important Notice Obligations

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

Your Employer's Notice Obligations

When the Qualifying Event is one of the following, your Employer will notify the Eligibility and Enrollment Vendor within 30 days of the Qualifying Event:

- The end of your employment.
- The reduction of your hours of employment.
- AT&T Inc.'s or your Participating Company's commencement of a Chapter 11 proceeding in bankruptcy.

If your employment ends due to a termination that your Employer determines to have been a result of your gross misconduct, you will receive a notice indicating that you have been determined **not** to be eligible for continuation coverage and why. You may appeal this

determination by filing an Appeal with the Eligibility and Enrollment Vendor within 60 days after your receipt of this determination. See the [“How to File a Claim for Eligibility”](#) section for more information on your right to appeal an adverse eligibility determination under this Program.

Your Notice Obligations

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

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

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

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

COBRA Notice and Election Procedures

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

Important COBRA Notice and Election Procedures

You must provide all required notices (or make your COBRA election) no later than the last day of the required notice period (or election period). You can do this by placing a telephone call to the COBRA Administrator at the telephone number in the [“Contact Information”](#) section of this SPD or subsequent summaries of material modifications. You must speak to a service associate at the time of the call. Written or electronic communications or calls to other telephone numbers will not meet your obligation to provide this notice. (If you are unable to use a telephone because of deafness, the COBRA Administrator has TTY telephone service available.) 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 of the Employee/Eligible Former Employee covered under the Program and the name(s) and address(es) of the Qualified Beneficiary(ies) affected. If your notice concerns a Qualifying Event, you also must include the name of the Qualifying Event or second Qualifying Event, if applicable, as well as the date the event(s) happened. If your notice concerns the disability of a Qualified Beneficiary, you also must include the name of the disabled Qualified Beneficiary, the date when the Qualified Beneficiary became disabled and the date the Social Security Administration made its determination. You may be required to provide documentation to support eligibility.

Electing COBRA Continuation Coverage

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

In order to elect COBRA continuation coverage (if you are entitled to do so), you and/or your Spouse/Partner and Child(ren) must complete and return the form within 65 days after the later of:

- The date you and/or your dependents lose coverage; or
- The date you and/or your covered dependents are notified of your right to continue coverage (the date on the COBRA enrollment notice).

If you or your Spouse/Partner and Child(ren) do not elect continuation coverage within this 65-day election period using the procedure described in the [“COBRA Notice and Election Procedures”](#) section above, you will lose your right to elect continuation coverage.

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

In most cases, a single COBRA election form and notice will be provided to the Employee/Eligible Former Employee and any eligible Spouse/Partner and Child(ren) or, in the case of an election provided only to the Spouse/Partner and Child(ren), a single election form and notice will be provided to the Spouse/Partner. However, each Qualified Beneficiary has an independent right to elect continuation coverage. For example, both you and your Spouse/Partner may elect continuation coverage, or only one of you may choose to elect continuation coverage. In addition, each eligible Child may elect coverage, even if one or both of you do not. Parents may elect to continue coverage on behalf of their Child(ren).

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

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

Paying for COBRA Continuation Coverage

Generally, each Qualified Beneficiary may be required to pay the entire cost of COBRA continuation coverage. The amount may not exceed 102 percent of the cost to the group health plan (including both Employee/Eligible Former Employee and Employer contributions) for coverage of a similarly situated Covered Person or beneficiary who is not receiving COBRA continuation coverage (or, in the case of an extension of COBRA continuation coverage due to a disability, 150 percent). Your election notice from the Eligibility and Enrollment Vendor will include the cost of COBRA continuation coverage. The amount of your COBRA premium may change from time to time during your period of COBRA coverage, for example, upon annual changes in the cost of group health plan coverage or if you elect changes in your coverage. You will be notified of any COBRA premium changes.

When you elect COBRA, you will receive an initial bill from the Eligibility and Enrollment Vendor. You must make your first payment for COBRA continuation coverage no later than 60 days after the date of your election. The amount of your required first payment will be stated on your initial bill. It will include the cost of COBRA continuation coverage from the date coverage begins through the end of the month following the month in which the bill is issued. Claims for payment of Benefits under the Program may not be processed and paid until you have elected COBRA continuation coverage and made the first payment. **Any Benefits paid during this period will be retroactively canceled if you do not elect COBRA or if coverage is canceled because you do not make timely payments.** Bills for subsequent coverage will be issued monthly.

How Long Does COBRA Continuation Coverage Last?

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

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

18 Months (Extended Under Certain Circumstances)

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

- Disability Extension.** An 11-month extension of coverage may be available if any of the Qualified Beneficiaries in your family become disabled. All of the Qualified Beneficiaries who have elected COBRA continuation coverage will be entitled to the 11-month disability extension if one of them is qualified under this rule. The Social Security Administration (SSA) must formally determine under Title II (Old Age, Survivors and Disability Insurance) or Title XVI (Supplemental Security Income) of the Social Security Act that the Qualified Beneficiary was disabled at some time prior to or during the first 60 days of COBRA continuation coverage. You must notify the Eligibility and Enrollment Vendor of this fact, using the notification procedure identified in the ["COBRA Notice and Election Procedures"](#) section. **You must provide this notification within 60 days after the later of the SSA's determination or the beginning of COBRA continuation coverage and before the end of the first 18 months of COBRA continuation coverage.** The disabled individual does not need to enroll for coverage in order for the other Qualified Beneficiary family members to be covered. In the event the disabled party does not continue COBRA, only 102 percent of the premium may be charged for months 19 through 29. If the disabled party does continue COBRA, 150 percent of the premium will be charged for months 19 through 29. **If notice of the disability is not provided within the required period using the required**

procedure, there will be no disability extension of COBRA continuation coverage for any Qualified Beneficiary. If the Qualified Beneficiary is determined by the SSA to no longer be disabled, you must notify the COBRA Administrator within 30 days after the SSA's determination. This is accomplished by using the notice procedure identified in the ["COBRA Notice and Election Procedures"](#) section. COBRA continuation coverage for all Qualified Beneficiaries will terminate as of the first day of the month that is more than 30 days after the SSA's determination that the Qualified Beneficiary is no longer disabled, provided it is after the initial 18-month period. The Program reserves the right to retroactively cancel COBRA coverage and will require reimbursement of all Benefits paid after the first day of the month that is more than 30 days after the SSA's determination.

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

Conversion Policy Not Available

No conversion of Program coverage to an individual policy is available to a Qualified Beneficiary at the end of the 18-, 29- or 36-month period of COBRA continuation coverage, or at any earlier time when COBRA continuation coverage for the Qualified Beneficiary ends.

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

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

- The premium for the Qualified Beneficiary's COBRA continuation coverage is not paid in full within the allowable grace period.
- After electing COBRA continuation coverage, you (the Employee/Eligible Former Employee, Spouse/Partner or Child) become covered under another group health plan/program (as an Employee or otherwise) that provides similar Benefits and has no exclusion or limitation with respect to any pre-existing condition that you have. If the other plan/program has

applicable exclusions or limitations that would make your COBRA continuation coverage continue to be of value to you, then your COBRA continuation coverage will terminate after the exclusion or limitation no longer applies. This rule applies only to the Qualified Beneficiary who becomes covered by another group health plan/program.

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

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

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

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

Annual Enrollment Rights and HIPAA Special Enrollment Rights

If you elect COBRA, you will be given the same opportunity available to similarly situated Active Employees to change your coverage options or to add or eliminate coverage for dependents at Annual Enrollment. In addition, the special enrollment rights provided under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will apply to those who have elected COBRA. HIPAA, a federal law, gives a person already on COBRA continuation coverage certain rights to add coverage for Eligible Dependents if that person acquires a new dependent (through marriage, birth, adoption or placement for adoption) or if an Eligible Dependent declines coverage because of other coverage and later loses that coverage as a result of certain qualifying reasons. Except for certain Child(ren) described in the ["Child\(ren\) Born to or Placed for Adoption With the Covered Employee/Eligible Former Employee During COBRA Period"](#) section above, dependents who are enrolled in a special enrollment or Annual Enrollment do not become Qualified Beneficiaries. Their coverage will end at the same time that coverage ends for the person who elected COBRA and later added them as dependents.

Alternate Recipients Under Qualified Medical Child Support Orders

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

For More Information

Contact the Eligibility and Enrollment Vendor if you, your Spouse/ Partner or Child(ren) have any questions about this section or COBRA. You also may contact the nearest regional or district office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and telephone numbers of regional and district EBSA offices are available online at dol.gov/ebsa (EBSA's website).

Contact Information

For contact information for the COBRA Administrator, see the *Eligibility and Enrollment Vendor* table in the "[Contact Information](#)" section. For contact information for the Plan Administrator, see the *Other Plan Information* table in the "[Plan Information](#)" section.

PLAN ADMINISTRATION

KEY POINTS

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

Plan Administrator

The Plan Administrator is the named fiduciary of the Plan, including all component programs, and has the power and duty to do all things necessary to carry out the terms of the Plan. The Plan Administrator has the sole and absolute discretion to interpret the provisions of the Plan, to resolve any ambiguity in the terms of the Plan, to make findings of fact, to determine the rights and status of you and others under the Plan, to decide and resolve disputes under the Plan and to delegate all or a part of this discretion to third parties. To the extent permitted by law, such interpretations, findings, determinations and decisions are final, conclusive and binding on all persons for all purposes of the Plan.

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

The Plan Administrator has the authority and discretion to settle or compromise any Claim against the Plan based on the likelihood of a successful outcome as compared with the cost of contesting

such Claim. The Plan Administrator also has the authority and discretion to pursue, relinquish or settle any Claim of the Plan against any person. No person may rely on the actions of the Plan Administrator regarding Claims by or against the Plan in connection with any subsequent matter.

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

- The statement is an official decision of the Plan Administrator to an individual whose eligibility for enrollment, participation or payment of Benefits under the Program is in dispute.
- The statement constitutes a duly authorized interpretation of an ambiguous or doubtful term of the Program.
- The statement constitutes the issuance of a rule, regulation or policy under the Program and applies to all participants.
- The statement communicates an amendment to the Program and applies to all participants.

Administration

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

Nondiscrimination in Benefits

The federal tax and other laws prohibit discrimination in favor of highly compensated participants or key Employees with regard to some of the Benefits offered under the Program. The Plan Administrator may restrict the amount of nontaxable Benefits provided to key Employees or highly compensated participants and their covered dependents so that these nondiscrimination requirements are satisfied.

Benefits provided under the Program will not discriminate in any of the following ways:

- On the basis of any health factor, including evidence of insurability.
- As to eligibility for Benefits on the basis of a health factor.
- On the basis of premiums, contributions or benefits for similarly situated individuals.

Amendment or Termination of the Plan or Program

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

In addition, your Participating Company (or the Participating Company from which you terminated employment) reserves the right to terminate its participation in the Program. In any such event, you and other Program participants may not be eligible to receive Benefits as described in this SPD and you may lose Benefits coverage. However, no amendment or termination of the Program

will diminish or eliminate any Claim for any Benefits to which you may have become entitled prior to the termination or amendment, unless the termination or amendment is necessary for the Program to comply with the law.

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

Limitation of Rights

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

Legal Action Against the Plan

If you wish to bring any legal action concerning your right to participate in the Plan or your right to receive any Benefits under the Plan, you must first go through the claims and appeal process described in this SPD. You may not bring any legal action against the Plan for any denied Claim until you have completed the claims and appeal process, except as provided in the [“Claims and Appeal Procedures”](#) section of this SPD. Legal action involving a denied Claim for Benefits under the Plan must be filed directly against the Plan. The Plan Administrator is the Plan's agent for receipt of legal process in legal actions for Benefits under the Plan, as provided in the *Plan Information* table below. In order to bring an action against the Plan for Benefits, you must bring the action no later than five years following the date your Claim was denied.

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

In order to protect your rights under the Program and those of your family members, it is vitally important that you keep the Plan Administrator informed of any changes in your mailing address and those of any covered family members who do not live with you. While you are an Active Employee, your address will be used to send important Program information to you and your covered dependents, including COBRA notices, should your coverage end because of a Qualifying Event such as termination of employment or reduction of hours. See the *Active Employee Address and Telephone Number Changes* table in the [“Information Changes and Other Common Resources”](#) section for information on how to keep your address current while you are an Active Employee. See the *Eligibility and Enrollment Vendor* table in the [“Contact Information”](#) section for contact information.

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

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

Where eligibility of a dependent is lost through divorce or other loss of eligibility, you, your Spouse/Partner or dependent must promptly notify the Eligibility and Enrollment Vendor to

remove that dependent from your coverage and provide the appropriate mailing address for mailing the affected dependent's COBRA notice. Such notification is necessary to protect COBRA rights for your Spouse/Partner or dependent Child who is affected by the loss of coverage. Failure to keep the Eligibility and Enrollment Vendor advised of changes in your marital status, dependents, mailing address and contact information may result in the permanent loss of significant Benefits rights.

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

Plan Information

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

- **Plan Administrative Information.** The Plan can be identified by a specific name and identification number that is on file with the U.S. Department of Labor. The *Other Plan Information* table provides this official Plan name, the name of the Program addressed in this SPD, the Plan identification number, Plan Year and certain details on Plan records.
- **Important Entities and Addresses.** Situations may occur that require you to contact (in writing or by telephone) a specific administrative entity related to the Plan. Details throughout this SPD explain instances when the entities identified in the *Other Plan Information* table are important to a process related to the Plan.
- **Plan Funding.** In most instances, the Plan shares in the Cost of Coverage under the Program. The *Other Plan Information* table provides details on how the Plan funds the Cost of Coverage.
- **Collective Bargaining Procedures (if applicable).** Certain Programs contain provisions maintained pursuant to a collective bargaining agreement. The *Other Plan Information* table provides information on how to obtain copies of the collective bargaining agreement.

The text immediately after the table provides information regarding the arrangements by the Plan Administrator with various third parties to provide services to the Plan, including Benefits Administration and eligibility and enrollment functions. Please see the applicable *Benefits Administrator* table in the ["Contact Information"](#) section for contact information for these third parties.

Other Plan Information	
Plan Name	AT&T Umbrella Benefit Plan No. 3
Program Name	AT&T Vision Program
Plan Number	603
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
Type of Administration	<p>Plan administration is retained by the Plan Administrator. However, the Plan Administrator has contracted with third parties for certain functions associated with the Program as follows</p> <p>The Plan Administrator administers Claims and Appeals for Benefits under the Program on a contract basis with the Benefits Administrator, see the "Contact Information" section for more information. The Benefits Administrator has full discretionary authority to interpret Plan provisions as they apply to entitlement for benefit.</p> <p>The Plan Administrator administers enrollment, eligibility, monthly contribution and COBRA under the Program provisions, including the determination of initial Claims for eligibility, on a contract basis with the Eligibility and Enrollment Vendor, see the "Contact Information" section for more information.</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 Plan provisions as they apply to eligibility for benefits. See the "Contact Information" section for the address to write to.</p>

Other Plan Information	
Agent for Service of Legal Process	<p>Process in legal actions in which the Plan is a party should be served on the Plan at the following Address</p> <p>CT Corporation System</p> <p>1999 Bryan Street - Suite 900</p> <p>Dallas, TX 75201-3136</p> <p>Service of legal process also may be made upon a Trustee.</p>
Type of Plan	The Plan is an employee welfare benefit plan.
Plan Year	Jan. 1 through Dec. 31
Trustee	<p>AT&T Voluntary Employee Beneficiary Association Trust</p> <p>Frost National Bank</p> <p>100 W. Houston St.</p> <p>P.O. Box 2950</p> <p>San Antonio, TX 78299</p>
Plan Funding and Contributions	With certain limited exceptions, the Company pays the costs associated with providing Benefits under the Program through the AT&T Voluntary Employee Beneficiary Association Trust, a trust set up under Code Section 501(c)(9). The Program is self-insured Program Benefits are not paid by insurance.
Plan Records	All Plan records are kept on a calendar year basis beginning Jan. 1 and ending Dec. 31.
Collectively Bargained Plan	With respect to certain Eligible Employees, the Program is maintained pursuant to one or more collective bargaining agreements. A copy of the collective bargaining agreement may be obtained by Participants and beneficiaries whose rights are governed by such collective bargaining agreement upon written request to the Plan Administrator and also is available for examination by Participants and beneficiaries as specified under Department of Labor Regulations Section 2520.104b-30.

Type of Administration and Payment of Benefits

Plan administration is retained by the Plan Administrator. However, the Plan Administrator has contracted with third parties for certain functions associated with the Program, as described below. Benefits under the Program are paid through funds made available for this purpose through the trust listed in the Plan Funding row in the *Other Plan Information* table above. The Benefits Administrator below does not insure Benefits provided under the Program.

Benefits Administrator

The Plan Administrator administers claims and appeals for vision Benefits under this Program on a contract basis with EyeMed Vision Care, LLC. The Plan Administrator has discretionary authority to interpret the provisions of the Program and to determine entitlement to vision Benefits. The Benefits Administrator has full discretionary authority to interpret the provisions of the Program and to determine Benefits available under the Program.

Eligibility and Enrollment Vendor

The Plan Administrator manages enrollment, eligibility, monthly contributions and COBRA under the Program provisions, including the determination of initial Claims for Eligibility, on a contract basis with Alight Solutions (AT&T Benefits Center). The AT&T Eligibility and Enrollment Appeals Committee (EEAC) determines final Appeals from the denial of Claims for Eligibility. The EEAC has

full discretionary authority to interpret the provisions of the Program and to determine, eligibility for Program Benefits and monthly contribution amounts.

Note: Contact information for the above Benefits Administrators and the Eligibility and Enrollment Vendor is located in the [“Contact Information”](#) section.

RIGHT OF RECOVERY AND SUBROGATION

KEY POINTS

- *In this section, the term you includes your covered family members or dependents and also includes any trust or special needs trust established to receive monies recovered on account of your Injury.*
- *The Program will pay Benefits for you, but will have the right to recover those Benefit payments from the party who caused the Injury or from an insurance policy.*
- *You have an obligation to cooperate with the Program’s exercise of its rights under this section.*
- *If the Program pays Benefits that should have been paid by another or pays excessive Benefits, the Program will have a right to recover the excess payment.*

This section applies if you or your covered family members are injured, suffer an Illness or are disabled as a result of the negligent or wrongful act or omission of another.

Summary of the Program’s Right of Recovery

If you recover any amount for your Injury, Illness or disability by way of a settlement or a judgment in or out of a court of law, the Program must be reimbursed out of the recovery for the amounts paid by the Program, up to the full amount you have recovered, without any reduction for legal fees or costs and without regard to whether you have been made whole by the recovery. The Program’s right of reimbursement shall have the status of an equitable lien against your recovery.

It is the intent of this Program that you should recover only one payment for any cost that is covered under the Program. If you suffer an Injury, Illness or disability for which another may be responsible or may have a financial or insurance obligation, the Program will be reimbursed from any recovery you may obtain, to the extent of the Benefits paid by the Program. For example, if you are injured by another person and obtain a recovery from the other person’s insurance or from your own uninsured or underinsured motorist coverage, then you must reimburse the Program for the expenses the Program paid for that Injury.

Under this section, the term recovery means any and all sums of money and/or any promise to pay money in the future, received by you from the person who caused the Injury or Illness, or from any other source (such as your or their other insurance coverage, uninsured, underinsured, homeowners or umbrella insurance policies). Recovery includes payments no matter how characterized, including but not limited to sums paid or promised as compensation for actual vision expenses, pain and suffering, aggravation, wrongful death, loss of consortium, punitive or exemplary damages, attorneys’ fees, costs, expenses or any other compensatory damages. Recovery may be obtained by way of judgment, settlement, arbitration, mediation or otherwise. The Program shall have an equitable lien on any recovery, and the Program’s right to recovery shall not be reduced, even if you receive less in recovery than the full amount of damages

claimed or suffered by you, unless the Program agrees to a reduction. The amount of money to be recovered by the Program shall not be reduced by any legal fees or costs that you incur in connection with obtaining a recovery unless the Program agrees to such reduction.

If you decline to pursue a recovery, the Program is subrogated to your rights and shall succeed to all rights of recovery from any or all third parties, under any legal theory of any type, for 100 percent of any services and Benefits the Plan pays on your behalf relating to any Illness, Injury or disability caused by any third party. This means the Program can step into your shoes and possess your right to pursue a recovery to the extent of the Benefits paid (and to be paid) for the Injury. The Program has the option to bring suit against or otherwise make a claim to collect directly from the person or entity that may be responsible for the Injury or Illness, with or without your consent. If the Program exercises this option, you must cooperate in pursuing such recovery, including assisting the Program's attorneys in preparing or pursuing the case, including attendance at hearings, depositions and trial. In the event the Program obtains any recovery, the Program will apply the monies received first to the Program as reimbursement for Benefits, second to the Program or its attorneys for costs, expenses and attorneys' fees incurred in connection with the recovery, and third, any remaining balances to you. The Plan Administrator, however, may, in its sole discretion, apportion the recovery in some other manner if it chooses to do so.

You are required to cooperate fully with the Program, the Benefits Administrator or their agents in the exercise of these rights of subrogation and recovery, including:

- You must sign all necessary forms requested by the Program or the Benefits Administrator, including, without limitation, an acknowledgement of the Program's rights to reimbursement or subrogation and an assignment of your Claims or causes of action against the other party.
- You must provide the Program or the Benefits Administrator with all reasonably necessary information as requested.
- You may not take any action after your Illness, Injury or disability that could prejudice the Program's rights as described in this section, or the Program's ability to obtain reimbursement or subrogation.
- You must promptly notify the Program of any recovery obtained from the responsible person or entity, or their or your insurer, whether by judgment, settlement, arbitration or otherwise.

Right of Recovery of Overpayments

The Program or the Benefits Administrator may pay Benefits that should have been paid by another plan or program, organization or person, or may pay Benefits in excess of what should have been paid under this Program. In such event, the Program may recover the excess amount from the other plan, organization or person, or from you, including by reducing future Benefits otherwise payable under this Program, if necessary.

ERISA RIGHTS OF PARTICIPANTS AND BENEFICIARIES

KEY POINTS

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

Your ERISA Rights

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

Receive information about your Plan and Benefits.

- Examine, without charge, at the Plan Administrator's office and at other specified locations such as worksites and union halls, all documents governing the Plan, including collective bargaining agreements, insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the EBSA.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies. Your written request must be directed to:

AT&T Services, Inc.
Attn: Plan Documents
P.O. Box 132160
Dallas, TX 75313-2160
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report (SAR).

Continue Group Health Plan Coverage.

- You may have the right to continue health care coverage for yourself, Spouse/Partner or dependents if there is a loss of coverage under the Plan as a result of a Qualifying Event (see the ["Extension of Coverage - COBRA"](#) section). You, your Spouse/Partner or your covered dependents may have to pay for such coverage. Review this SPD and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.
- Reduction or elimination of exclusionary periods of coverage for pre-existing conditions under the Plan. If you had creditable coverage from another group health plan or health insurance issuer before you became a participant in this Plan, you should be provided a certificate of creditable coverage, free of charge, from the other plan when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage or when your COBRA continuation coverage ceases, if you request it before losing coverage or if you request it up to 24 months after losing coverage. Without evidence of

creditable coverage, you may be subject to a pre-existing condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage under this Plan.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called fiduciaries of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including the Company, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a Claim for Benefits that is denied or ignored, in whole or in part, and you have exhausted all applicable administrative remedies under the Plan, you may file suit in state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your Claim is frivolous.

Assistance With Your Questions

If you have questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or at

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

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

IMPORTANT NOTICES ABOUT YOUR BENEFITS

KEY POINTS

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

Qualified Medical Child Support Orders

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

- Meets all applicable legal requirements for qualification.
- Creates, recognizes or assigns to a Child of an Employee (alternative recipient) the right to receive health benefit coverage under the Program.

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

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

If the Eligibility and Enrollment Vendor determines the order to be qualified, your Child named in the order will be eligible for coverage as required by the order. You must then enroll the Child in the Program and pay any applicable contributions for coverage of the Child. If a QMCSO is issued for your Child and you are eligible but not participating in the Program at that time, you must enroll yourself and your Child in the Program and pay any applicable contributions.

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

If you have any questions with respect to a QMCSO, please see the *Eligibility and Enrollment Vendor* table in the ["Contact Information"](#) section for contact information.

The Children's Health Insurance Program Reauthorization Act of 2009 (CHIPRA)

Medicaid and the Children's Health Insurance Program (CHIP) Offer Free or Low-Cost Health Coverage to Children and Families

If you are eligible for health coverage under the Program, but are unable to afford the premiums, some states have premium-assistance programs that can help pay for coverage. These states use funds from their Medicaid or CHIP programs to help people who are eligible for employer-sponsored health coverage, but need assistance in paying their health premiums.

- If you or your dependents are already enrolled in Medicaid or CHIP and you live in a state that participates in CHIP, you can contact your state Medicaid or CHIP office to find out if premium assistance is available.
- If you or your dependents are **not** currently enrolled in Medicaid or CHIP and you think you or any of your dependents might be eligible for either of these programs, you can contact your state Medicaid or CHIP office or dial **877-KIDS NOW (877-543-7669)** or **insurekidsnow.gov** to find out how to apply.
- If you qualify, you can ask the state if it has a Medicaid or CHIP program that might help you pay the contributions for health coverage under the Program.
- If you or your dependents are not eligible for Medicaid or CHIP, you will not be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit **www.healthcare.gov**.

Once it is determined that you or your dependents are eligible for premium assistance under Medicaid or CHIP, the Program is required to permit you and your dependents to enroll in the Program — as long as you and your dependents are eligible, but not already enrolled in the Program. This is called a special enrollment opportunity in the Program, but you must request coverage within 60 days of being determined eligible for premium assistance.

Alternatively, if you and your dependents are eligible, but not enrolled in the Program, and you lose your eligibility for premium assistance under Medicaid or CHIP, you are entitled to a special enrollment opportunity in the Program, but you must request coverage within 60 days of losing eligibility for premium assistance.

Federal guidelines related to premium assistance are constantly evolving; however, the Program is making a good faith effort to comply with current guidelines as we understand them.

If you have any questions with respect to premium assistance, please see the *Eligibility and Enrollment* table in the ["Contact Information"](#) section for contact information.

For information on which states have a premium assistance program or for more information on special enrollment rights, you can contact either:

U.S. Department of Labor Employee Benefits Security Administration dol.gov/ebsa 866-444-EBSA (866-444-3272)	U.S. Department of Health and Human Services Centers for Medicare and Medicaid Services cms.hhs.gov 877-267-2323 (choose option 4), ext. 61565
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Protecting the Privacy of Your Protected Health Information – Notice of HIPAA Privacy Rights

The privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA) went into effect April 14, 2003, and require that we send you updated notices regarding the privacy of your health information. You have received a summary of those rights from the Plan. HIPAA provides you with certain rights in connection with the privacy of your health information. The Program will not use or disclose your protected health information (PHI) for purposes other than treatment, payment or Program administrative functions without your written authorization or as otherwise required or permitted by federal law.

You have the right to inspect and copy, request amendment or correction, request a restriction on the use or disclosure, and request an accounting of certain uses and disclosures of your PHI. The Plan maintains a Notice of Privacy Practices that provides information to individuals whose PHI will be used or maintained by the Plan.

You may request a free copy of this information at any time upon request by contacting the AT&T Benefits Center as identified in the [“Contact Information”](#) section.

You may also view or print a copy of this notice by accessing **HROneStop** in one of the following ways:

- **HROneStop** at https://hronestop.web.att.com/group/hr-onestop/policyhipaa_info then click on HIPAA Privacy Notice to view the notice or
- **AT&T secure Internet site** at access.att.com, once you log in using your Global Logon, *click HROneStop > Quick Reference Tab > H > HIPAA Information Policies and Procedures.*

CONTACT INFORMATION

Contact Information	
Benefits Administrator	
Name	EyeMed Vision Care
Type	Benefits Administrator
Services Provided	Vision
Benefits Administrator Contact Numbers	
Domestic Telephone Number	800-638-4288
Hearing Impaired Telephone Number	Using a TTY machine to engage an operator at 711 , ask the operator to call EyeMed at 844-230-6498
Benefits Administrator Mobile Application	
Mobile App	EyeMed Members
Instructions	Access the Mobile App in the Apple App Store, Android Google play, Amazon Apps or Blackberry World on your mobile device.

Contact Information	
Benefits Administrator Hours of Operation	
Hours of Operation	<p>Service Center: Available Monday through Saturday 6:30 a.m. to 10 p.m. Central time and Sunday 10 a.m. to 7 p.m. Central time. Assistance for the hearing-impaired is available 24 hours a day, except during days that require scheduled maintenance.</p> <p>IVR System: An interactive voice response system is available 24 hours a day, seven days a week (except during days that require scheduled maintenance).</p>
Benefits Administrator Website	
Website Access Information	<p>Access the EyeMed website for information about the Program. When you access the website for the first time, you will be asked to register. After you have completed the registration, you will have immediate access to the site. Through eyemed.com/att, you can</p> <ul style="list-style-type: none"> • Locate a Provider. • Check eligibility. • Find Benefits information. • Download a Non-Network Benefits Claim form.
Website	eyemedvisioncare.com/att
Benefits Administrator Mailing Address	
General Mailing Address	
Mailing Address Information	<p>EyeMed Vision Care Attn: Quality Assurance 4000 Luxottica Place Mason, OH 45040</p>
Claims	
Claims Regular	<p>EyeMed Vision Care Attn: Out-of-Network Claims P.O. Box 8504 Mason, OH 45040-7111</p>
Appeals	
Appeals Regular	<p>EyeMed Vision Care Attn: Quality Assurance Department 4000 Luxottica Place Mason, OH 45040-7111</p>

Contact Information	
Benefits Administrator Special Instructions	
Instructions	<p>If you use Non-Network Providers, you will have to file a Claim for Benefits. Refer to the "Claims for Benefits" section for information concerning the Program's procedures for submitting and processing Claims and appeals.</p> <ul style="list-style-type: none"> • Claim forms are available through eyemed.com/att (the EyeMed website - registration is required); or • The EyeMed Customer Service Center at the telephone number provided in this table. <p>To use a Claim form, you must</p> <ul style="list-style-type: none"> • Complete the Claim transmittal form; and • Mail the form and the vision care bills to the address on the form. <p>IMPORTANT: Claims for Benefits must be submitted no later than 90 days after the end of the Plan Year during which the date of the service or the purchase of the supply occurred. Claims for Benefits submitted after the filing deadline will not be considered for reimbursement.</p> <p>Remember to keep a copy of your Claim for Benefits for your records.</p>

Contact Information	
Vendor	
Name	AT&T Benefits Center
Type	Eligibility and Enrollment Vendor
Services Provided	Eligibility, enrollment, contributions, billing and COBRA processing
Vendor Contact Numbers	
Contact Numbers Information	<p>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>Contact the AT&T Benefits Center at:</p>
Domestic Telephone Number	877-722-0020
International Telephone Number	847-883-0866

Contact Information	
Vendor Hours of Operation	
Hours of Operation	<p>Service Center: Monday through Friday from 7 a.m. to 7 p.m. Central time.</p> <p>IVR System: An interactive voice response (IVR) system is available 24 hours a day (except Sunday 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 Website	
Website Access Information	To access the website, you will need your AT&T Benefits Center user ID and password. To access the AT&T Benefits Center via the telephone, 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.
Website	att.com/benefitscenter
Vendor Mailing Address	
General Mailing Address	
Mailing Address Information	General questions about eligibility or enrollment in the Program may be sent to:
Domestic	<p>AT&T Benefits Center 4 Overlook Point P.O. Box 1474 Lincolnshire, IL 60069-1474</p>
Claims	
Claims Information	Written Claims for Eligibility under the Program must be sent to:
Claims Regular	<p>AT&T Benefits Center Claims and Appeals Management 4 Overlook Point P.O. Box 1407 Lincolnshire, IL 60069-1407</p>
Claims Overnight	<p>AT&T Benefits Center Claims and Appeals Management 4 Overlook Point P.O. Box 1407 Lincolnshire, IL 60069-1407</p>
Appeals	
Appeals Information	Written Appeals for eligibility under the Program must be sent to:

Contact Information	
Appeals Regular	AT&T Benefits Center Eligibility and Enrollment Appeals Committee 4 Overlook Point P.O. Box 1407 Lincolnshire, IL 60069-1407
Appeals Overnight	AT&T Benefits Center Eligibility and Enrollment Appeals Committee 4 Overlook Point P.O. Box 1407 Lincolnshire, IL 60069-1407
Vendor Fax Number	
Domestic	847-883-8217 for general information 847-554-1397 for Claims and Appeals only

Contact Information	
Vendor	
Name	Fidelity Service Center
Type	Pension Service Center
Services Provided	Term of Employment (also known as Net Credited Service), Address Updates for Former Employees, Beneficiary, Death and Survivor Benefits Administration
Vendor Contact Numbers	
Contact Numbers Information	<p>Call the Fidelity Service Center to report the death of an employee, an Eligible Former Employee and/or an Eligible Dependent, or ask questions about beneficiary designations. (If you have submitted an AT&T Beneficiary Designation Form to the Fidelity Service Center, service associates will be able to answer questions regarding the designation that you have on file.)</p> <p>You may manage your beneficiary designations via the AT&T Online Beneficiary tool. (Note: Some Eligible Former Employees and former vested employees may need to call the Fidelity Service Center for further assistance.)</p> <p>You may also request an AT&T Beneficiary Designation Form by calling the Fidelity Service Center. An AT&T Beneficiary Designation Form will be mailed to you within three business days. Return completed AT&T Beneficiary Designation Forms to the mailing address below.</p>
Domestic Telephone Number	800-416-2363
International Telephone Number	Dial your country's toll-free AT&T Direct Access Number, then enter 800-416-2363 .
Hearing Impaired Telephone Number	888-343-0860

Contact Information	
Vendor Mobile Application	
Mobile App	Fidelity NetBenefits
Instructions	Access the Mobile App in the App Store on your mobile device
Vendor Hours of Operation	
Hours of Operation	<p>Service Center: Available every business day that the New York Stock Exchange (NYSE) is open from 7:30 a.m. to 11 p.m. Central time.</p> <p>Interactive voice response (IVR) system: The IVR is available 24 hours a day, seven days a week.</p>
Vendor Website	
Website Access Information	IMPORTANT: Call the Fidelity Service Center to update your address, update beneficiary information, report the death of an Employee, an Eligible Former Employee and/or an Eligible Dependent. You do not need a Fidelity Service Center PIN or Social Security number/customer ID to report a death.
Website	netbenefits.com/att
Vendor Mailing Address	
General Mailing Address	
Domestic	Fidelity Service Center P.O. Box 770003 Cincinnati, OH 45277-0065
Claims	
Claims Information	Written Appeals about a denied Beneficiary designation must be sent to:
Claims Regular	Fidelity Service Center Beneficiary Designation Administrator P.O. Box 770003 Cincinnati, OH 45277-0065
Claims Overnight	Fidelity Service Center Beneficiary Designation Administrator 100 Crosby Parkway, KC1F-D Covington, KY 41015
Appeals	
Appeals Information	Written appeals about a denied beneficiary designation must be sent to:
Appeals Regular	Fidelity Service Center Beneficiary Designation Administrator P.O. Box 770003 Cincinnati, OH 45277-0072

Contact Information	
Appeals Overnight	Fidelity Service Center Beneficiary Designation Administrator 100 Crosby Parkway, KC1F-D Covington, KY 41015
Vendor Special Instructions	
Instructions	<p>IMPORTANT: You will need your Fidelity Service Center PIN and Social Security number/customer ID when you access the Fidelity NetBenefits website or automated voice response system, or call to speak to a service associate. You do not need a Fidelity Service Center PIN or Social Security number/customer ID to report a death.</p> <p>All Beneficiary designations made using the Online Beneficiary tool will be available for future viewing and updating at your convenience. Please note that you in some cases you may have to print your AT&T Beneficiary Designation, gather additional signatures, and then return the Form before your AT&T Beneficiary Designation is valid (for example, in cases for which spousal consent is required by the applicable benefit plan). Please follow the prompts for when a printed Form must be returned to the Fidelity Service Center.</p>

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 them. Please include any room, cubicle or suite number that will help make mail routing more efficient. Keep in mind that your home address could affect certain Benefits such as whether you reside in a Network Area or what Benefit options are available.

Active Employee Address and Telephone Number Changes
<p>For employees with access to the Employee intranet:</p> <p>Home and work address updates:</p> <ul style="list-style-type: none"> Go to access.att.com and log in using your Global Logon. Click HROneStop > Learn More > Money (menu bar on left) > Payroll & Tax Information (menu bar on left) > eLink Payroll Info, View/Update Home Address. On the View/Update Home Address page, click on Update Permanent Residence. Make any necessary changes and click Save. To update your work address, select Update Office/Cubicle Information, make any necessary changes and click Save. <p>For employees without access to the employee intranet:</p> <p>Contact your supervisor or eLink assistant.</p>

Employees on a Leave of Absence or Eligible Former Employee Home Address Changes

Call the Fidelity Service Center to change your address or phone number.

Telephone numbers and dialing instructions:

800-416-2363

888-343-0860 (hearing-impaired)

Dial your country's toll-free AT&T Direct Access Number and then enter **800-416-2363** (international)

Hours of operation:

Monday through Friday from 7:30 a.m. to 11 p.m. Central Time

You will need to establish a user name and password, if you haven't already, and you will need it when you call to speak to a service associate.

IMPORTANT: These instructions are for recipients of long-term disability benefits, Employees on a leave of absence (LOA), as well as COBRA participants, alternate payees and survivors who have a pension benefit (including a retiree death benefit) or savings plan benefit that has yet to be paid to you.

If you are not eligible to receive a pension or savings plan benefit or have already received your entire pension and savings plan benefits in a lump sum and are not eligible for a retiree death benefit from your pension plan, call the AT&T Benefits Center at **877-722-0020** to update your home address.

AT&T Benefits Intranet and Internet Access

Active Employees from work - HROneStop

- For health information - <https://hronestop.web.att.com/group/hr-onestop/health>
- For money/retirement information - <https://hronestop.web.att.com/group/hr-onestop/money>

Active Employees from home - HROneStop

Go to access.att.com (AT&T's secure Internet site) by logging in using your Global Logon. Click *HROneStop* > *Learn More* >

- For health information, click *Health* (menu bar on left)
- For money/retirement information, click *Money* (menu bar on left)

DEFINITIONS

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

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

Age and Service Based Eligibility. Eligibility for post-employment coverage determined based on a combination of age and Term of Employment at the time you terminate employment. See

[“Appendix C”](#) *Eligible Former Employees* for information on the requirements for age and service based Post-Employment Benefit eligibility.

Allowances. The portion of a Provider’s charge that is eligible for reimbursement either in full or in part.

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

Appeal. A written request for the review of an Adverse Benefit Determination or a denial of a Claim for Eligibility under the formal process outlined in the Program for a Claim for Eligibility or Claim for Benefits, as applicable. See the [“Claims and Appeal Procedures”](#) section for more information.

AT&T Controlled Group. AT&T Controlled Group includes any of the following:

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

AT&T Controlled Group Member. Each entity in the AT&T Controlled Group.

AT&T Inc. AT&T Inc. or its successor. Sometimes referred to as Company.

Bargained Employee. Either: (1) an Employee whose job title and classification is included in a collective bargaining agreement between a Participating Company and a union, or (2) an Employee whose job title and classification have been excluded from a collective bargaining agreement but for whom the Company provides the same Benefits provided to Employees included in a collective bargaining agreement between the union and the Participating Company.

Benefits. Payments for covered services or supplies that are available under the Program. The availability of Benefits is subject to the terms, conditions, limitations and exclusions of the Program.

Benefits Administrator. Any third party, insurance company or other organization or individual to which the Company or the Plan Administrator has delegated the duty to process and/or review Claims for Benefits under the Program.

Benefits at a Glance. A list of covered services and supplies and the Coinsurance or maximum dollar amount the Program will pay in Benefits for each.

Bifocal Lenses. Lenses containing two foci (points of convergence of rays of light), usually arranged with the focus for distance above and a smaller segment for near focus below.

Blended Lenses. Bifocal lenses having two distinct powers; one on the top for distance and one of the bottom for near. The blended bifocal is where the line is blended, appearing invisible.

Change-in-Status Event. Certain life events such as marriage, birth of a Child, loss of benefits under another employer's vision plan, or going on an LOA that under the terms of the Program trigger the ability to change your enrollment under the Program. See the ["Enrollment and Changes to Your Coverage"](#) section for information.

Child(ren). See the ["Eligible Dependent Rules"](#) section for the definition of Child(ren).

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

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

Claim for Eligibility. A written request for eligibility or enrollment sent to the address specified by the Eligibility and Enrollment Vendor following a denial of enrollment that has not been resolved informally.

Claimant. A Participant or the Participant's authorized representative who has submitted a Claim for Benefits under the Program.

Claims Administrator. See the definition of Benefits Administrator.

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

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

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

Company. Company means any or all of AT&T Inc., AT&T Services, Inc., or a Participating Company as indicated by the context, or the successor(s) to such entity(ies), or any successor or successors thereof.

Contact Lenses. The prescription lenses that fit directly on the eyeball under the eyelids.

Coordination of Benefits (COB). The method of determining which health plan pays a plan participant's Claims first (primary), which pays second (secondary) and, in some cases, which pays third (tertiary), when the participant has coverage under more than one health plan. See the ["Coordination of Benefits"](#) section for more information.

Co-pay (Co-payment). The fixed amount you are required to pay generally at the time care is received for the eye exam and/or supplies.

Cost of Coverage. The total cost of the Program on which your specific contributions are based, if applicable.

Course of Treatment. The continuous treatment of a person for a condition.

Coverage Plan. See the ["Coordination of Benefits"](#) section.

Covered Person. Either the Eligible Employee, Eligible Former Employee or an Eligible Dependent if, and only if, the individual is enrolled under the Program. References to you and your

throughout this SPD, except with to respect to eligibility and enrollment, are references to a Covered Person. See the [“Eligibility and Participation”](#) section for eligibility provisions.

Disabled Child(ren). Your Child who is over the limiting age and meets the requirements to be eligible for Program coverage due to disability. See the [“Eligible Dependent Rules”](#) section for more information.

Domestic Partner. Your partner of the same gender:

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

Domestic Partner’s Child(ren). The Child(ren) of your Domestic Partner. See the [“Eligible Dependent Rules”](#) section for information and enrollment requirements.

Dual Enrollment. See the [“Dual Enrollment”](#) section for more information.

East Region. The states of Connecticut, Massachusetts and Rhode Island.

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

Eligibility and Enrollment Vendor. The Eligibility and Enrollment Vendor, referred to as the AT&T Benefits Center, is the third-party vendor to which the Plan Administrator has delegated responsibility under the Program for initial eligibility determinations, enrollment administration, Cost of Coverage information, billing, COBRA administration and Change-in-Status Event administration.

Eligible Dependent. An individual who is eligible to participate in the Program as described in the [“Eligible Dependent Rules”](#) section.

Eligible Employee. An Employee of a Participating Company who satisfies the conditions for eligibility to participate in the Program set forth in the [“Eligibility and Participation”](#) section.

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

Eligible Former Employee. An Employee who has terminated employment with a Participating Company or former Participating Company and who meets the eligibility requirements for Program coverage described in the [“Eligible Former Employees”](#) section or in [“Appendix C”](#) *Eligible Former Employees*.

Employee. Any individual, other than a leased employee or Nonresident Alien Employed Outside the United States, who is carried on the payroll records of a Participating Company as a common law employee and who receives a regular and stated compensation, other than a pension or retainer, from that Participating Company, in exchange for services rendered to that AT&T Participating Company.

- For purposes of the preceding sentence, the term leased employee refers to any individual who is a leased employee within the meaning of Section 414(n)(2) of the Code; and
- The term Employee does not include any individual:
 - Who is rendering services to an AT&T Participating Company pursuant to a contract, arrangement or understanding either purportedly (i) as an independent contractor, or (ii) as an employee of an agency, leasing organization or any other such company that is outside of the AT&T Controlled Group and is providing services to an AT&T Participating Company; or
 - Who is treated by an agency, leasing organization or any other such company that is outside of the AT&T Controlled Group as an employee of such agency, leasing organization or other such company while rendering services to an AT&T Participating Company, even if such individual is later determined (by judicial action or otherwise) to have been a common-law employee of an AT&T Participating Company rather than an independent contractor or an employee of such agency, leasing organization or other such company.
- For purposes of this definition, a Nonresident Alien Employed Outside the United States is any individual who receives no earned income (within the meaning of Section 11(d)(2) of the Code) from any AT&T Participating Company that constitutes income from sources within the United States (within the meaning of Section 861(a)(3) of the Code). Notwithstanding the preceding sentence, any individual who is classified by an AT&T Participating Company as a global manager will not be considered a Nonresident Alien Employed Outside the United States.

Employer. The AT&T Controlled Group Member that issues your paycheck/that pays you.

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

Examination or Exam. Examination or Exam means, but is not limited to, these component services when performed by an Ophthalmologist or Optometrist, including: (1) case history; (2) external examination of the eye and adnexa; (3) determination of refractive status; (4) ophthalmoscopy; (5) application of pharmaceutical agents for diagnostic purposes when indicated and allowed by state law; (6) tonometry test when indicated; (7) binocular measure; (8) summary findings and recommendations; and (9) prescribing corrective Lenses, if needed.

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

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

Family Coverage. Coverage for a Covered Person and more than one dependent as described in the [“What Coverage Levels are Available”](#) section.

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

Frames. Standard eyeglass frames adequate to hold two prescription Lenses.

Global Manager. An Employee who has been so designated by his Participating Company Employer for the purpose of transferring him from country to country in order to allow maximum use of his or her business skills, cultural background and language, who does not have exclusive United States citizenship, and who has not been assigned to an employment position within the United States.

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

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

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

Legacy AT&T Corp. A Controlled Group Member of AT&T Corp. prior to the Nov. 11, 2005, change in control.

Legacy Cingular. A Controlled Group Member of Cingular Wireless, LLC prior to the Dec. 31, 2006, change in control.

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

See the [“Eligible Dependent Exceptions”](#) section for grandfathered exceptions to the definition of Legal Guardian.

Legally Recognized Partner (LRP). Any individual:

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

Lens or Lenses. An ophthalmic corrective lens, either glass or plastic, ground or molded, as prescribed by an Ophthalmologist or Optometrist, to be fitted into a Frame.

Low Vision Devices. Lenses or optical devices such as hand-held magnifiers and other high-magnification devices for a person with little correctable sight.

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

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

Medicare Eligible. When you are eligible for Medicare as your primary coverage over the Program if you were to enroll in Medicare.

Midwest Region. The states of Illinois, Indiana, Michigan, Ohio and Wisconsin.

Modified Rule of 75. A post-employment eligibility provision under the Program. See the [“Eligible Former Employees”](#) section for information.

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

Network Provider. Any doctor of optometry or ophthalmology licensed to render vision care services and practicing within the scope of that license who acts as an independent contractor for the Benefits Administrator, and has agreed to limit his or her charges to Participants for most covered services and supplies.

Nonmanagement Nonunion Employee (NMNU). An Employee who is not covered by a collective bargaining agreement and who is not classified as management.

Non-Network Provider. Any doctor of optometry or ophthalmology licensed to render vision care services and practicing within the scope of that license but who is neither a member nor a participant in the Benefits Administrator's Vision Network.

Ophthalmologist. A licensed doctor of medicine or osteopathy legally qualified to practice medicine and who, within the scope of his or her license, performs vision Examinations and prescribes Lenses to improve visual acuity.

Optician. A person qualified in the state in which the service is rendered to supply eyeglasses according to prescriptions written by an Ophthalmologist or Optometrist, to grind or mold Lenses or have them ground or molded according to prescription, to fit them into a Frame and to adjust the Frame to fit the face.

Optometrist. Any doctor of optometry who is legally qualified to practice optometry in the state in which vision care services are rendered, perform Examinations and prescribe Lenses to improve visual acuity.

Orthoptic Training. A series of scientifically planned exercises for developing or restoring coordinate ocular movements.

Oversized Lenses. Generally means glass Lens Blanks with a diameter exceeding 66 millimeters or a plastic Lens Blanks with a diameter exceeding 68 millimeters.

Participating Company. Any AT&T Company that has elected to participate in the Program subject to approval by the Plan Sponsor.

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

Payroll. The system used by an entity 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 whom it regards as independent contractors).

Pension Based Eligibility. Your eligibility for post-employment program coverage based on your eligibility for a service or disability pension under an AT&T pension benefit plan you participated in as of your termination of employment. See ["Appendix C" Eligible Former Employee](#) for information.

Photosensitive Lenses. Lenses that tint in the presence of light. In bright illumination, the Lenses darken; in dim illumination, the Lenses lighten. The Lenses may be worn continuously and do not require a change from one environment illumination to another. Photochromic Lenses are a type of Photosensitive Lenses.

Plan. The AT&T Umbrella Benefit Plan No. 3.

Plan Administrator. AT&T Services, Inc.

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

Post-Employment Benefits. Program coverage (excluding COBRA) made available to a former Employee who meets eligibility requirements for continued Program coverage after the Employee terminates employment. See ["Appendix C" Eligible Former Employee](#) for more information.

Preventive Care. Eye exams covered as preventive care, as determined by the Benefits Administrator. See the ["What is Covered"](#) section for more information.

Program. The component part of the Plan providing Benefits to enrolled eligible individuals under the specified terms and conditions. See the ["Using this Summary Plan Description"](#) section for information.

Prospective Enrollment. The ability to drop or add coverage outside of Annual Enrollment or a Change-in-Status Event. See the ["Prospective Enrollment"](#) section for information.

Provider. Any doctor of optometry or ophthalmology licensed to render vision care services and practicing within the scope of that license.

Qualified Beneficiary. A Covered Person losing coverage under the Program who is eligible to elect COBRA continuation coverage. See the ["Extension of Coverage - COBRA"](#) section for more information.

Qualified Medical Child Support Order (QMCSO). See the ["Qualified Medical Child Support Orders"](#) section for a definition and requirements.

Qualifying Event. An event such as loss of your job, reduction of your hours, death of a covered Employee or former Employee, divorce, or loss of eligibility as a Dependent, that results in the loss of coverage under the Program and gives rise to a right to elect COBRA continuation coverage. See the ["Extension of Coverage - COBRA"](#) section for more information.

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

Regular Employee. An individual who is classified as a Regular Employee by a Participating Company.

Service Pensioner. A former Employee who satisfies the conditions for a Service Pensioner described in the ["Eligibility and Participation"](#) section.

Southeast Region. The states in which BellSouth Corporation and its affiliates operated prior to the Dec. 31, 2006, change in control.

Southwest Region. The states of Arkansas, Kansas, Missouri, Oklahoma and Texas.

Special Appendix Employee. An Employee who is employed in a job title covered by Appendix D, E, F, or J, pursuant to the following letters of agreement:

- The letter of agreement dated April 3, 2006, regarding Appendix D Employees of SBC Global Services, Inc. doing business in California and Nevada
- The letter of agreement dated May 31, 2006, regarding Special Appendix E Employees of SBC Internet Services, Inc. (SBCIS)
- The letter of agreement dated May 12, 2006, regarding Special Appendix F Employees of SBC Internet Services, Inc. (SBCIS)
- The letter of agreement dated June 16, 2006, regarding Special Appendix J Employees of SBC Internet Services, Inc. (SBCIS)

Spouse. The person to whom you are legally married, including through Common Law Marriage.

Standard Progressive Lenses. Bifocal Lenses or Trifocal Lenses that are line-free. The power gradually changes from distance vision to intermediate vision to near vision moving invisibly from the top to the bottom of the Lens.

Subnormal Vision Aids. Aids relating to a set of procedures involving patients who are partially sighted, partially blind or legally blind. Subnormal Vision Aids are special Lens forms, such as ocular microscopes, ocular telescopes, hand-held magnifiers and other ophthalmic devices that include very high ocular prescriptions. Patients with low-vision aids are given special instructions in order to accommodate their special visual needs. Subnormal Vision Aids are sometimes called low-vision aids.

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

Surplus Special Appendix Employees. A Special Appendix E, F, or J Employee who has been declared surplus pursuant to the terms of the following letters of agreement:

- The letter of agreement dated May 31, 2006, regarding Special Appendix E Employees of SBC Internet Services, Inc. (SBCIS)
- The letter of agreement dated May 31, 2006, regarding Special Appendix E Employees of the 2004 West Core CWA agreement
- The letter of agreement dated May 12, 2006, regarding Special Appendix F Employees of SBC Internet Services, Inc. (SBCIS)
- The letter of agreement dated June 16, 2006, regarding Special Appendix J Employees of SBC Internet Services, Inc. (SBCIS)

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

Term Employee. An individual who is classified as a Term Employee by a Participating Company.

Term of Employment. A period of employment of an Employee in the service of one or more members of the AT&T Controlled Group, as determined in accordance with the pension benefit plan the Employee participates in as of termination of employment.

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

Transition Group Employee – Cingular Wireless. A classification given to certain Employees who were contributed directly to Cingular Wireless, LLC by SBC Communications Inc. (except employees of CCPR Services, Inc., USVI Cellular Telephone Corporation, Houston Cellular or BellSouth Wireless Data – Cingular Interactive) and BellSouth Corporation on or before Dec. 31, 2001. See the [“Eligible Former Employees”](#) section for more information.

Trifocal Lenses. Lenses containing three foci, usually arranged with the focus for distance above, for intermediate distance in the middle and for near vision below.

Vision Training. A set of procedures involving visual reeducation, visual posturing and visual exercises used to alleviate problems related to the efficient coordination of both eyes. These problems may include convergence, insufficiency, amblyopia and visual skills.

West Region. The states of California and Nevada.

APPENDIX A

Participating Companies

This appendix lists the Companies that participate in the Program and provides general information about groups of Employees that may be eligible to participate. Within this table, you will see various combinations of Company name, Employee groups and bargaining units, if applicable. If you are a Management or Nonmanagement Nonunion Employee, an N/A will be in the bargaining unit column. In addition, the Company acronym for this combination of Company name, Employee group and bargaining unit is listed in the first column.

This appendix is intended to provide information regarding Participating Companies and the Employee groups eligible to participate in the Program, not an individual's eligibility. Do not use this appendix to determine if you personally are eligible to participate in the Program. See the ["Eligibility and Participation"](#) section for specific information on eligibility.

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
AT&T Billing Southeast, LLC BBI	BBI - CWA District 3	Bargained	AT&T Billing Southeast, LLC - CWA District 3
AT&T Corp. TCORP	TCORP - CWA District 1	Bargained	AT&T East Core Contract - CWA District 1
AT&T Corp. TCORP	TCORP - CWA District 3	Bargained	AT&T Southeast Core Contract - CWA District 3
AT&T Corp. TCORP	TCORP COS - CWA District 4	Bargained	AT&T Corp. (formerly SBC Global Services, Inc.) COS - CWA District 4
AT&T Corp. TCORP	TCORP CPE - CWA District 4	Bargained	AT&T Corp. (formerly SBC Global Services, Inc.) (CPE) - CWA District 4 (Appendix G to the AT&T Midwest Core Contract - CWA District 4)
AT&T Corp. TCORP	TCORP - CWA District 9	Bargained	AT&T Corp. (formerly SBC Global Services, Inc.) - CWA District 9 (Appendix D to the AT&T West Core Contract - CWA District 9)
AT&T Corp. TCORP	TCORP - IBEW Local 134	Bargained	AT&T Corp. (formerly SBC Global Services, Inc.) - IBEW Local 134 (Appendix F to the AT&T Midwest Core Contract - IBEW Local 21)

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
AT&T Corp. TCORP	TCORP - IBEW Local 21	Bargained	AT&T Corp. (formerly SBC Global Services, Inc.) - IBEW Local 21 (Appendix D to the AT&T Midwest Core Contract - IBEW Local 21)
AT&T Corp. TCORP	TCORP - IBEW Local 494	Bargained	AT&T Corp. (formerly SBC Global Services, Inc.) - IBEW Local 494 (Appendix G to the AT&T Midwest Core Contract - IBEW Local 21)
AT&T Corp. TCORP	TCORP - IBEW Local 58	Bargained	AT&T Corp. (formerly SBC Global Services, Inc.) - IBEW Local 58 (Appendix E to the AT&T Midwest Core Contract - IBEW Local 21)
AT&T Corp. TCORP	TCORP - CWA	Bargained	AT&T Corp. Core Contract - CWA
AT&T Corp. TCORP	TCORP - IBEW	Bargained	IBEW System Council T-3 (AT&T Corp. National Contract)
AT&T Corp. TCORP	TCORP - NMNU CWA	Nonmanagement Nonunion Hired before Aug. 8, 2009. Follows AT&T Corp. Core Contract - CWA (Legacy T) level of Benefits.	N/A
AT&T Customer Services, Inc. DTV_CSV	DTV_CSV - IBEW Local 768 - CC	Bargained DTV Call Center Employees Effective Aug. 6, 2017	AT&T Mobility Services LLC - IBEW Local 768 (Yellow Contract)
AT&T Customer Services, Inc. DTV_CSV	DTV_CSV - IBEW Local 291 - CC	Bargained DTV Call Center Employees Effective Aug. 6, 2017	AT&T Mobility Services LLC - IBEW Local 291 (Yellow Contract)
AT&T Customer Services, Inc. DTV_CSV	DTV_CSV - CWA District 3	Bargained DTV Customer Assistants Effective Aug. 6, 2017	AT&T Mobility Services LLC - CWA District 3 (Black Contract)

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
AT&T Customer Services, Inc. DTV_CSV	DTV_CSV - CWA District 6	Bargained DTV Customer Assistants Effective Aug. 6, 2017	AT&T Mobility Services LLC - CWA District 6 (Purple Contract)
AT&T Customer Services, Inc. DTV_CSV	DTV_CSV - CWA Districts 1, 2-13, 4, 7, 9	Bargained DTV Customer Assistants Effective Aug. 6, 2017	AT&T Mobility Services LLC - CWA Districts 1, 2-13, 4, 7, 9 (Orange Contract)
AT&T Global Communication Services, Inc. TGCS	TGCS - NMNU CWA	Nonmanagement Nonunion Hired before Aug. 8, 2009. Follows AT&T Corp. Core Contract - CWA (Legacy T) level of Benefits.	N/A
AT&T Mobility Puerto Rico Inc. CINSRV	CINSRV - CWA District 3	Bargained	AT&T Mobility Puerto Rico Inc. - CWA District 3 (Green Contract)
AT&T Mobility Services LLC CINW	CINW - CWA District 3 - VI	Bargained	AT&T Mobility Services LLC - CWA District 3 (Black Contract) - Virgin Islands
AT&T Mobility Services LLC CINW	CINW - CWA District 3	Bargained	AT&T Mobility Services LLC - CWA District 3 (Black Contract)
AT&T Mobility Services LLC CINW	CINW - CWA District 6	Bargained	AT&T Mobility Services LLC - CWA District 6 (Purple Contract)
AT&T Mobility Services LLC CINW	CINW - CWA Districts 1, 2-13, 4, 7, 9	Bargained	AT&T Mobility Services LLC - CWA Districts 1, 2-13, 4, 7, 9 (Orange Contract)

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
AT&T of Puerto Rico, Inc. TPR	TPR - CWA District 3	Bargained	AT&T of Puerto Rico, Inc. - CWA District 3
AT&T of Puerto Rico, Inc. TPR	TPR - NMNU CWA	Nonmanagement Nonunion Follows AT&T of Puerto Rico, Inc. - CWA District 3 level of Benefits.	N/A
AT&T of the Virgin Islands, Inc. TVI	TVI - CWA	Bargained	AT&T Corp. Core Contract - CWA
AT&T Services, Inc. SBCSI	SBCSI - CWA	Bargained	AT&T Corp. Core Contract - CWA
AT&T Services, Inc. SBCSI	SBCSI - CWA District 1	Bargained	AT&T East Core Contract - CWA District 1
AT&T Services, Inc. SBCSI	SBCSI - CWA District 3	Bargained	AT&T Southeast Core Contract - CWA District 3
AT&T Services, Inc. SBCSI	SBCSI - CWA District 4	Bargained	AT&T Midwest Core Contract - CWA District 4
AT&T Services, Inc. SBCSI	SBCSI - CWA District 6	Bargained	AT&T Southwest Core Contract - CWA District 6
AT&T Services, Inc. SBCSI	SBCSI - CWA District 9	Bargained	AT&T West Core Contract - CWA District 9
AT&T Services, Inc. SBCSI	SBCSI - CWA District 3	Bargained DTV Customer Assistants Effective June 1, 2017 through Aug. 6, 2017	AT&T Mobility Services LLC - CWA District 3 (Black Contract)

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
AT&T Services, Inc. SBCSI	SBCSI - CWA District 6	Bargained DTV Customer Assistants Effective June 1, 2017 through Aug. 6, 2017	AT&T Mobility Services LLC - CWA District 6 (Purple Contract)
AT&T Services, Inc. SBCSI	SBCSI - CWA Districts 1, 2-13, 4, 7, 9	Bargained DTV Customer Assistants Effective June 1, 2017 through Aug. 6, 2017	AT&T Mobility Services LLC - CWA Districts 1, 2-13, 4, 7, 9 (Orange Contract)
AT&T Services, Inc. SBCSI	SBCSI - CWA District 9 (SBLD)	Bargained	AT&T Services, Inc. - CWA District 9 (SBLD)
AT&T Services, Inc. SBCSI	SBCSI - IBEW	Bargained	IBEW System Council T-3 (AT&T Corp. National Contract)
AT&T Services, Inc. SBCSI	SBCSI - IBEW Local 21 (Core)	Bargained	IBEW System Council T-3 (AT&T Midwest Contract)
AT&T Services, Inc. SBCSI	SBCSI - NMNU Legacy T CWA	Nonmanagement Nonunion Hired before Aug. 8, 2009. Follows AT&T Corp. Core Contract - CWA (Legacy T) level of Benefits.	N/A
AT&T Services, Inc. SBCSI	SBCSI - NMNU MW CWA	Nonmanagement Nonunion Follows AT&T Midwest Core Contract - CWA District 4 level of Benefits.	N/A
AT&T Services, Inc. SBCSI	SBCSI - NMNU MW IBEW	Nonmanagement Nonunion Follows IBEW System Council T-3 (AT&T Midwest Contract) level of Benefits.	N/A

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
AT&T Services, Inc. SBCSI	SBCSI - NMNU SW CWA	Nonmanagement Nonunion Follows AT&T Southwest Core Contract - CWA District 6 level of Benefits.	N/A
AT&T Services, Inc. SBCSI	SBCSI - NMNU West CWA	Nonmanagement Nonunion Follows AT&T West Core Contract - CWA District 9 level of Benefits.	N/A
BellSouth Telecommunications, LLC BST	BST - CWA District 3	Bargained	AT&T Southeast Core Contract - CWA District 3
BellSouth Telecommunications, LLC BST (UO)	BST (UO) - District 3	Bargained	BellSouth Telecommunications, LLC (Utility Operations) - CWA District 3
DIRECTV, LLC DTV	DTV - CWA District 6	Bargained Effective June 1, 2017	AT&T Southwest Core Contract - CWA District 6
DIRECTV, LLC DTV	DTV - CWA District 4	Bargained Effective June 1, 2017	AT&T Midwest Core Contract - CWA District 4
DIRECTV, LLC DTV	DTV - CWA District 3	Bargained Effective June 1, 2017	AT&T Southeast Core Contract - CWA District 3
DIRECTV, LLC DTV	DTV - CWA District 9	Bargained	AT&T West Core Contract - CWA District 9
DIRECTV, LLC DTV	DTV - CWA	Bargained Effective June 1, 2017	AT&T Corp. Core Contract - CWA
DIRECTV, LLC DTV	DTV - IBEW Local 55	Bargained Effective Jan. 1, 2017	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
DIRECTV, LLC DTV	DTV - IBEW Local 89	Bargained Effective Jan. 1, 2017	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DIRECTV, LLC DTV	DTV - IBEW Local 111	Bargained Effective Jan. 1, 2017	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DIRECTV, LLC DTV	DTV - IBEW Local 206	Bargained Effective Jan. 1, 2017	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DIRECTV, LLC DTV	DTV - IBEW Local 291	Bargained Effective Jan. 1, 2017	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DIRECTV, LLC DTV	DTV - IBEW Local 354	Bargained Effective Jan. 1, 2017	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DIRECTV, LLC DTV	DTV - IBEW Local 426	Bargained Effective Jan. 1, 2017	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DIRECTV, LLC DTV	DTV - IBEW Local 449	Bargained Effective Jan. 1, 2017	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DIRECTV, LLC DTV	DTV - IBEW Local 714	Bargained Effective Jan. 1, 2017	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DIRECTV, LLC DTV	DTV - IBEW Local 769	Bargained Effective Jan. 1, 2017	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DIRECTV, LLC DTV	DTV - IBEW Local 827	Bargained Effective Jan. 1, 2017	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DIRECTV, LLC DTV	DTV - IBEW Local 949	Bargained Effective Jan. 1, 2017	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
DIRECTV, LLC DTV	DTV - IBEW Local 1186	Bargained Effective Jan. 1, 2017	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DIRECTV, LLC DTV	DTV - IBEW Local 1250	Bargained Effective Jan. 1, 2017	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DIRECTV, LLC DTV	DTV - IBEW Local 1426	Bargained Effective Jan. 1, 2017	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DIRECTV, LLC DTV	DTV - IBEW Local 1597	Bargained Effective Jan. 1, 2017	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
Illinois Bell Telephone Company ILB	ILB - CWA District 4	Bargained	AT&T Midwest Core Contract - CWA District 4
Illinois Bell Telephone Company, LLC ILB	ILB - IBEW Local 21	Bargained	IBEW System Council T-3 (AT&T Midwest Contract)
Illinois Bell Telephone Company, LLC ILB	ILB - NMNU IBEW	Nonmanagement Nonunion Follows IBEW System Council T-3 (AT&T Midwest Contract) level of Benefits.	N/A
Indiana Bell Telephone Company, Incorporated INB	INB - CWA District 4	Bargained	AT&T Midwest Core Contract - CWA District 4
Indiana Bell Telephone Company, Incorporated INB	INB - IBEW Local 21	Bargained	IBEW System Council T-3 (AT&T Midwest Contract)
Indiana Bell Telephone Company, Incorporated INB	INB - NMNU CWA	Nonmanagement Nonunion Follows AT&T Midwest Core Contract - CWA District 4 level of Benefits.	N/A

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
Michigan Bell Telephone Company MIB	MIB - CWA District 4	Bargained	AT&T Midwest Core Contract - CWA District 4
Michigan Bell Telephone Company MIB	MIB - NMNU CWA	Nonmanagement Nonunion Follows AT&T Midwest Core Contract - CWA District 4 level of Benefits.	N/A
Nevada Bell Telephone Company NB	NB - CWA District 9	Bargained	AT&T West Core Contract - CWA District 9
Nevada Bell Telephone Company NB	NB - CWA District 9 - Appendix D	Bargained Moved from NIC effective Jan. 1, 2018	Nevada Bell Telephone (formerly SBC Global Services, Inc.) - CWA District 9 (Appendix D to the AT&T West Core Contract - CWA District 9)
Pacific Bell Telephone Company PB	PB - CWA District 9	Bargained	AT&T West Core Contract - CWA District 9
Pacific Bell Telephone Company PB	PB - CWA District 9 - Appendix D	Bargained Moved from NIC effective Jan. 1, 2018	Pacific Bell Telephone (formerly SBC Global Services, Inc.) - CWA District 9 (Appendix D to the AT&T West Core Contract - CWA District 9)
Pacific Bell Telephone Company PB	PB - IBEW Local 1269	Bargained	Pacific Bell Telephone Company - IBEW Local 1269
Pacific Bell Telephone Company PB	PB - NMNU CWA	Nonmanagement Nonunion Follows AT&T West Core Contract - CWA District 9 level of Benefits.	N/A
Southwestern Bell Telephone Company SWBT	SWBT - CWA District 6	Bargained	AT&T Southwest Core Contract - CWA District 6

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
Southwestern Bell Telephone Company SWBT	SWBT - NMNU CWA	Nonmanagement Nonunion Follows AT&T Southwest Core Contract - CWA District 6 level of Benefits.	N/A
Teleport Communications America, LLC TSRVC	TSRVC - CWA	Bargained	AT&T Corp. Core Contract - CWA
Teleport Communications America, LLC TSRVC	TSRVC - IBEW	Bargained	IBEW System Council T-3 (AT&T Corp. National Contract)
The Ohio Bell Telephone Company OHB	OHB - CWA District 4	Bargained	AT&T Midwest Core Contract - CWA District 4
The Ohio Bell Telephone Company OHB	OHB - NMNU CWA	Nonmanagement Nonunion Follows AT&T Midwest Core Contract - CWA District 4 level of Benefits.	N/A
Wisconsin Bell, Inc. WIB	WIB - CWA District 4	Bargained	AT&T Midwest Core Contract - CWA District 4
Wisconsin Bell, Inc. WIB	WIB - NMNU CWA	Nonmanagement Nonunion Follows AT&T Midwest Core Contract - CWA District 4 level of Benefits.	N/A

APPENDIX B

Change-in-Status Events

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

Change in Legal Marital or Partnership Status

You may change your enrollment if you experience a marriage, partnership, divorce, death of Spouse/Partner, termination of partnership, legal separation or legal annulment. Marriage will generally trigger a HIPAA special enrollment right in addition to your right to a change in enrollment.

For specific information about dependent eligibility, see the [“Eligible Dependent Rules”](#) subsection in the [“Eligibility and Participation”](#) section.

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

Change in Number of Dependents or Dependent Eligibility

You may change your enrollment if your dependent experiences a gain or loss of dependent status including birth, adoption, placement for adoption and death. Gaining a dependent will also trigger HIPAA special enrollment rights in addition to a change in enrollment.

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

****If a Dependent Dies***

If your dependent dies, you must notify the Fidelity Service Center at **800-416-2363**. Although you are not required to notify the Fidelity Service Center within a specified period of time after

the death of your dependent, please contact the Center as soon as possible to initiate the appropriate changes to your Program coverage.

Dependent Satisfies or Ceases to Satisfy Dependent Eligibility Requirements

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

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

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

Change in Employee's Employment Status

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

IMPORTANT:

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

Change in Employee's Employment Status	Changes Permitted	Notes
Gain of Eligibility Due to a Change in Employee's Work Schedule or Employment Status	AD, AS, E	Only if eligibility for vision coverage option is gained.
Loss of Eligibility Due to a Change in Employee's Work Schedule or Employment Status	W	
Employee Commences Strike or Lockout Resulting in a Change in Benefit Eligibility	W	Participants must lose eligibility and coverage.

Change in Employee's Employment Status	Changes Permitted	Notes
Employee Returns From Strike or Lockout Resulting in a Change in Benefit Eligibility	AD, AS, E, W	
Employee Rehires Within 30 Days of Termination	Reinstate prior enrollment	No change permitted unless there is another permissible status change within that 30 day period.
Employee Rehires After 30 Days Following Termination	AD, AS, E	You may enroll and make new enrollment choices.

Change in Spouse's/Partner's or Dependent's Employment Status

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

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

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

Change in Residence

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

Change in Residence	Changes Permitted	Notes
Relocation Triggers Gain in Eligibility	AD, AS, E	
Relocation Triggers Gain in Vision Benefit Option Availability	AD, AS, E, C	Only if eligibility for coverage option is gained.
Relocation Triggers Loss in Eligibility	C, W, DD, DS	
Relocation Triggers a Loss of Vision Benefit Option Availability	C, W, DD, DS	Only if eligibility for coverage option is lost.

Change in Benefit Coverage Under Another Employer's Plan

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

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

Loss of Coverage Under a Government or Educational Institution

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

IMPORTANT: There is no change in enrollment permitted for a gain of coverage from a government or educational institution. However, there are special rules for a gain or loss of Medicaid or state sponsored Children's Health Insurance Program (CHIP) coverage. See the ["Gain or Loss of Medicaid Coverage and CHIP Premium Assistance"](#) section below.

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

Gain or Loss of Medicaid Coverage and CHIP Premium Assistance

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

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

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

Change in Cost

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

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

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

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

The Eligibility and Enrollment Vendor generally will notify you of increases or decreases in the cost of vision coverage.

If there is an insignificant increase or decrease in the cost of your current vision option, the Eligibility and Enrollment Vendor may automatically adjust your enrollment contributions to reflect the minor change in cost and you will not be permitted to change your vision coverage.

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

Change in Coverage Under Another Employer's Plan

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

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

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

Addition or Significant Improvement of Benefit Plan Option

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

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

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

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

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

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

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

Significant Curtailment of Coverage	Changes Permitted	Notes
Significant Curtailment or Termination of Coverage With or Without a Loss of Coverage	C, DD, DS, W	

Significant Curtailment of Coverage	Changes Permitted	Notes
Significant Curtailment or Termination of Spouse/Partner or Dependent Coverage under Another Employer's Vision Benefit Plan	AD, AS, C, E	You may only change your election if there is a loss of coverage and no similar coverage is available under another employer's plan.

Medicare or Medicaid

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

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

Leave of Absence (LOA)

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

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

Change Due to LOA	Changes Permitted	Notes
You begin an LOA	DD, DS, W	Whether paid or unpaid whether FMLA or non-FMLA.
You return from an LOA	AD, AS, E	Whether paid or unpaid whether FMLA or non-FMLA.
Spouse/Partner or Dependent Begin an Unpaid LOA (including a FMLA leave) Resulting in a Loss of Eligibility under Another Employer's Vision benefit plan	AD, AS, C, E	AD, AS, E: Only with respect to Employee, Spouse/Partner who lost coverage under another employer's plan.

Change Due to LOA	Changes Permitted	Notes
Spouse/Partner or Dependent Returns from an Unpaid LOA (including a FMLA leave) Resulting in a Gain of Eligibility Under Another Employer's Vision Benefit Plan	DD, DS, W	Only with respect to you, your Spouse/Partner who gains coverage under another employer's plan.
Spouse/Partner or Dependent Starts an Unpaid LOA (Non-FMLA) Without a Change in Eligibility under Another Employer's Plan	AD, AS, E	Only with respect to you, your Spouse/Partner who loses coverage under another employer's plan.
Spouse/Partner or Dependent Returns from an Unpaid LOA (Non-FMLA) Without Change in Eligibility Under Another Employer's Plan	DD, DS, W	Only with respect to you, your Spouse/Partner who gain you, your Spouse/Partner's coverage under another employer's plan.

Judgments, Orders and Decrees

If a judgment, court order or judicial decree resulting from a divorce, legal separation, annulment or change in legal custody requires vision coverage for your Spouse/Partner or dependent, you (or in some cases, the Program) may make a change to your enrollment to meet the legal obligation. While the judgment order or decree will cause you to be able to make the change in enrollment, it will not cause a Spouse/Partner or dependent to be eligible for coverage.

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

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

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

Change in COBRA Continuation Coverage

Change in COBRA Continuation Coverage	Changes Permitted	Notes
Mid-Year Expiration of Maximum Coverage Period of COBRA Continuation Coverage Under Another Employer's Group Health Plan	AD, AS, C *Only if there is a loss in coverage consistent with the event.	You must exhaust the maximum COBRA coverage period available to you in order to make this change in enrollment. In general, you will not be permitted to make this change if your COBRA continuation coverage is terminated by you or your COBRA continuation coverage Provider before the maximum period of coverage.

Status Change Codes:

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

APPENDIX C

Eligible Former Employees

You are an Eligible Former Employee if: (1) you are a former Employee of a Participating Company; (2) you are a member of one of the Covered Bargaining Units or the Population Groups listed in the table below; (3) you meet the Employment Termination and Hire/Rehire Date requirements under the Program for your Eligible Employee Group; and (4) you meet the Age and Service Based Eligibility requirements or the Pension Based Eligibility requirements.

You also may qualify as an Eligible Former Employee if you are an Eligible Former Disabled Employee, or you meet the grandfathered or other special retirement provisions listed below.

Age and Service Based Eligibility

You are eligible for Program coverage as an Eligible Former Employee if you are a former Employee of an Eligible Employee Group and you meet both the age and corresponding Term of Employment requirements of the Modified Rule of 75, as shown in the table below, at the time you terminate employment.

Modified Rule of 75		
Minimum Age		Corresponding Term of Employment
Any age	And	At least 30 years
Age 50	And	At least 25 years
Age 55	And	At least 20 years
Age 65	And	At least 10 years
<i>Age and service are based on completed whole years.</i>		

Pension Based Eligibility

You are eligible to participate in the Program as an Eligible Former Employee if you are a former Employee of an Eligible Employee Group, you were granted a service pension, disability or disability service pension under an applicable Company-sponsored pension benefit plan at termination of employment.

Eligible Employee Groups

The following table lists each Covered Bargaining Unit or Population Group, their Employment Termination and the Hire/Rehire Date requirements. See ["Appendix A" Participating Companies](#) for a list of companies and information that explains your Bargaining Unit or Population Group. See the ["Enrollment and Changes to Your Coverage"](#) section for information on enrollment and effective dates of coverage.

Covered Bargaining Unit and Population Groups	Employment Termination and Hire/Rehire Date	Eligible Former Employee Eligibility
Management Employees – East*	Termination Date on or after Jan. 1, 2000	Age and Service Based Eligibility
Management Employees – East	Termination Date before Jan. 1, 2000	Pension Based Eligibility

Covered Bargaining Unit and Population Groups	Employment Termination and Hire/Rehire Date	Eligible Former Employee Eligibility
Management Employees – Midwest*	Termination Date on or after Jan. 1, 2001	Age and Service Based Eligibility
Management Employees – Midwest	Termination Date before Jan. 1, 2001	Pension Based Eligibility
Management Employees – AT&T Corp. Company*	Termination Date on or after Jan. 1, 1998	Age and Service Based Eligibility
Management Employees – AT&T Corp. Company	Termination Date before Jan. 1, 1998	Pension Based Eligibility
Management Employees – Cingular Wireless* - now AT&T Mobility (CINW)	Termination Date on or after Jan. 1, 2008	Age and Service Based Eligibility
Management Employees – Cingular Wireless*	Termination Date before Jan. 1, 2008	Pension Based Eligibility
Management Employees of AT&T Wireless that joined Cingular Wireless plans as of Jan. 1, 2006	Any Date	Age and Service Based Eligibility
Management Employees – Southeast*	Termination Date on or after Jan. 1, 2008	Age and Service Based Eligibility
Management Employees – Southeast*	Termination Date before Jan. 1, 2008	Pension Based Eligibility
Management Employees – Southwest*	Termination Date on or after April 1, 1997	Age and Service Based Eligibility
Management Employees – Southwest	Termination Date before April 1, 1997	Pension Based Eligibility
Management Employees – West*	Termination Date on or after March 22, 1996	Age and Service Based Eligibility
Management Employees – West	Termination Date before March 22, 1996	Pension Based Eligibility
AIS – NMNU Employees	Any Date	Age and Service Based Eligibility
Former NMNU Employees of Southwestern Bell Wireless - now AT&T Mobility (CINW) (See Transition Group B descriptions below under the “Legacy Cingular Wireless Employees” section)*	Hired before Jan. 1, 2005	Age and Service Based Eligibility

Covered Bargaining Unit and Population Groups	Employment Termination and Hire/Rehire Date	Eligible Former Employee Eligibility
Former Edge Plan Participants - Cingular Wireless (See Transition Group 1-4 descriptions below under the "Legacy Cingular Wireless Employees" section)*	Hired before Jan. 1, 2005	Age and Service Based Eligibility
AT&T Corp. Company (except AT&T of Puerto Rico, Inc.) – NMNU Employees	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility
AT&T Corp. Company (except AT&T of Puerto Rico, Inc.) – NMNU Employees	Hire/Rehire Date Before Aug. 9, 2009	Pension Based Eligibility
Bargained Employees of AIS – CWA District 9	Hire/Rehire Date Before Jan. 1, 2011	Age and Service Based Eligibility
Bargained Employees of SBC Global Services, Inc. – AIS – CA/NV	Hired/Rehired Before Aug. 17, 2012	Age and Service Based Eligibility
Bargained Employees of SBCSI Tier 1 – CWA (NIC Tier 1)	Any Date	Age and Service Based Eligibility
Bargained Employees of SBCSI Tier 2 – CWA (NIC Tier 2)	Any Date	Age and Service Based Eligibility
AT&T East, AT&T Southwest, AT&T Midwest or AT&T West – Surplus Special Appendix Employee	Hire/Rehire Date Before Aug. 9, 2009	Pension Based Eligibility
AT&T East, AT&T Southwest, AT&T Midwest or AT&T West – Surplus Special Appendix Employee	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility
Bargained Employees of Southwestern Bell Wireless - now AT&T Mobility (CINW) - Group B	Hired before Jan. 1, 2005	Age and Service Based Eligibility
Bargained Employees of AT&T Mobility (Did not terminate employment during the term of a collective bargaining agreement currently in force)	Hired/Rehired on or after Jan. 1, 2005	Age and Service Based Eligibility
Bargained Employees of AT&T Mobility – IBEW Local 1547	Any Date	Age and Service Based Eligibility
East Region – Bargained Employees – CWA District 1	Termination Date before Jan. 1, 1996	Pension Based Eligibility

Covered Bargaining Unit and Population Groups	Employment Termination and Hire/Rehire Date	Eligible Former Employee Eligibility
East Region – Bargained Employees – CWA District 1	Termination Date on or After Jan. 1, 1996	Age and Service Based Eligibility
Midwest Region – Bargained Employees and NMNU Employees of AT&T Midwest (except AIS COS – CWA District 4 and AIS – IBEW Local 494) – IBEW 21, 58, 134 and IBEW Legacy T	Hire/Rehire Date Before Aug. 9, 2009	Pension Based Eligibility
Midwest Region – Bargained Employees and NMNU Employees of AT&T Midwest (except AIS COS – CWA District 4 and AIS – IBEW Local 494) – IBEW 21, 58, 134 and IBEW Legacy T	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility
Midwest Region - Bargained Employees of AIS COS – CWA District 4	Any Date	Age and Service Based Eligibility
Bargained Employees of AT&T Corp. Company	Hire/Rehire Date Before Aug. 9, 2009	Pension Based Eligibility
Bargained Employees of AT&T Corp. Company	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility
Bargained Employees of AT&T Southeast (except Bargained Employees who were formerly NMNU Employees of SBC Internet Services, LLC (in AT&T Southeast) with a Termination Date on or after April 1, 2013)	Hire/Rehire Date Before Aug. 9, 2009	Pension Based Eligibility
Bargained Employees of AT&T Southeast (except Bargained Employees who were formerly NMNU Employees of SBC Internet Services, LLC (in AT&T Southeast) with a Termination Date on or after April 1, 2013)	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility
Bargained Employees of AT&T Southeast who were formerly NMNU Employees of SBC Internet Services, LLC (in AT&T Southeast) with a Termination Date on or after April 1, 2013	Any Date	Age and Service Based Eligibility

Covered Bargaining Unit and Population Groups	Employment Termination and Hire/Rehire Date	Eligible Former Employee Eligibility
Bargained Employees and NMNU Employees of AT&T Southwest Core Contract – CWA District 6 and SMSI – CWA District 6	Hire/Rehire Date Before Aug. 9, 2009	Pension Based Eligibility
NMNU Employees of AT&T Southwest Core Contract – CWA District 6 and SMSI – CWA District 6	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility
Bargained Employees and NMNU Employees of AT&T West Core Contract – CWA District 9, and PB – IBEW Local 1269 and PB – TIU Local 103	Hire/Rehire Date Before Aug. 9, 2009	Pension Based Eligibility
Bargained Employee and NMNU Employees of AT&T West Core Contract – CWA District 9, and PB - IBEW Local 1269 and PB – TIU Local 103	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility
Bargained Employees and NMNU Employees of Pacific Bell Directory – IBEW Local 2139	Hire/Rehire Date Before Jan. 1, 2009 and Termination Date Before May 1, 2012	Pension Based Eligibility
Bargained Employees and NMNU Employees of Pacific Bell Directory – IBEW Local 2139	Hire/Rehire Date on or After Jan. 1, 2009 and Termination Date Before May 1, 2012	Age and Service Based Eligibility
NMNU Employees of Berry Network, Inc. or L.M. Berry and Company	Termination of Employment on or After June 1, 2008	Age and Service Based Eligibility
Bargained Employees and NMNU Employees of Southwestern Bell Yellow Pages, Inc. – CWA District 6	Hire/Rehire Date Before June 1, 2011 and Termination Date Before May 9, 2012	Pension Based Eligibility
Bargained Employees and NMNU Employees of Southwestern Bell Yellow Pages, Inc. – CWA District 6	Hire/Rehire Date on or After June 1, 2011 Termination Date Before May 9, 2012	Age and Service Based Eligibility
Bargained Employees and NMNU Employees of Pacific Bell Directory – IBEW Local 1269	Termination Date Before May 9, 2012	Pension Based Eligibility
Bargained Employees of AT&T Video Services (SBVS) – CWA District 6	Termination Date Before Jun. 30, 2011	Pension Based Eligibility

Covered Bargaining Unit and Population Groups	Employment Termination and Hire/Rehire Date	Eligible Former Employee Eligibility
Bargained Employees of PBD Holdings – Digital Graphics Advantage (DGA) – IBEW Local 1269	Termination Date Before May 9, 2012	Age and Service Based Eligibility
Bargained Employees of Stevens Graphics, Inc. (SGI) – Teamsters Local 121C or Teamsters Local 540M	Termination Date on or After Jan. 1, 2008 and Before Dec. 31, 2009	Pension Based Eligibility
Bargained Employees of SBCTI – OutRegion	Any Date	Age and Service Based Eligibility
Bargained Employees of Southwestern Bell Advertising Group (SWBAG) – CWA District 7 or CWA District 4 or NMNU	Hire Rehired Date Before Jan. 1, 2011 and Termination Date Before May 9, 2012	Pension Based Eligibility
Bargained Employees of Southwestern Bell Advertising Group (SWBAG) – CWA District 7 or CWA District 4 or NMNU	Hire/Rehired Date On or After Jan. 1, 2011 and Termination Date Before May 9, 2012	Age and Service Based Eligibility
Bargained Employees of SBLD – CWA District 9 and SBCSI – CWA District 9 (SBLD)	Hire/Rehired Date Before Jan. 1, 2011	Age and Service Based Eligibility
Employees outsourced to AMDocs who applied for retiree benefits on or before July 31, 2008	See “Appendix D” Special Provision Applicable to Employees Outsourced to Amdocs, Inc. Between March 1, 2003, And August 31, 2004 for further information	See “Appendix D” Special Provision Applicable to Employees Outsourced to Amdocs, Inc. Between March 1, 2003, And August 31, 2004 for further information
Management and NMNU Employees of DIRECTV	Termination Date Before Jan. 1, 2018	Age and Service Based Eligibility, or eligibility as provided under DIRECTV Health and Welfare Benefit Plan (Magic 75, or 55 and 5) prior to Dec. 31, 2016
DIRECTV Bargained Employees - CWA	Termination Date Before June 1, 2017	
Management and NMNU Employees of DIRECTV	Termination Date On or After Jan. 1, 2018	Age and Service Based Eligibility
Bargained Employee of DIRECTV - IBEW	Termination Date on or after Jan. 2, 2017	Age and Service Based Eligibility
Bargained Employee of DIRECTV – CWA – Districts 3, 4 and 6	Termination Date On or After June 1, 2017	Age and Service Based Eligibility

Covered Bargaining Unit and Population Groups	Employment Termination and Hire/Rehire Date	Eligible Former Employee Eligibility
Bargained Employee of AT&T Customer Services (formerly DIRECTV) – CWA – Mobility Black, Orange or Purple contracts (Did not terminate employment during the term of a collective bargaining agreement currently in force)	Termination Date On or After June 1, 2017	Age and Service Based Eligibility
Bargained Employee of DIRECTV – CWA – National Internet Contract - Tier 2	Termination Date On or After June 1, 2017	Age and Service Based Eligibility
Bargained Employee of DIRECTV – CWA – AT&T Corp. core contract	Termination Date On or After June 1, 2017	Age and Service Based Eligibility

***IMPORTANT**

If you were hired or transferred to a management position with a Participating Company in connection with a merger or acquisition (M&A) arrangement on or after Jan. 1, 2007 and if your prior service is recognized for any purpose in determining eligibility for Post-Employment Benefits pursuant to an M&A arrangement, you will not be eligible for Post-Employment Benefits as an Eligible Former Employee under the Program, unless you meet the Modified Rule of 75 as described in this section, regardless of the Participating Company you terminate employment from or your service history. Some exceptions apply, see the table in the [“Special Service Recognition”](#) section below for further information.

Eligible Former Disabled Employees

The benefit provisions for you are the same as those that apply to Eligible Former Employees who have met the applicable Age and Service or Pension Based Eligibility requirements above, except as otherwise noted in this SPD.

East Region

You are an Eligible Former Employee if:

- **Term of Employment 15 or More Years.** You are a former Management Employee who terminated employment from an East Participating Company on or after Jan. 1, 1985, and before Jan. 1, 2000, was certified as fully disabled under the provisions of the SNET Disability Plan and, at the expiration of 52 weeks of Illness or accident disability benefits, left the Company with at least 15 years Term of Employment then you are treated the same as an Eligible Former Employee who met the Pension Based or Age and Service Based eligibility requirements.
- **Term of Employment Less than 15 Years.** You are a former Management Employee who terminated employment from an East Participating Company and your Term of Employment is less than 15 years at the expiration of your 52 weeks of Short-Term disability leave, you

will be eligible to participate as long as you are eligible for either long-term Disability (LTD) benefits under a program sponsored by a Participating Company or for benefits under Workers' Compensation due to total disability. If, however, you are and Eligible Former Employee due to the meeting other requirements, in this section, you will be treated as an Eligible Former Employee and not as being eligible only under this provision.

- You are a former Bargained Employee who terminated employment from an East Participating Company after exhausting disability benefits under a Company-sponsored disability benefit program and at the time you exhausted such disability benefits, your Term of Employment was 15 or more years with one or more Participating Companies.

AT&T Corp. Company

You are an Eligible Former Employee if:

- You are a former Management Employee of a Participating Company and terminated employment on or before Dec. 31, 2006 and, as of that date was eligible for benefits under the AT&T Corp. Postretirement Welfare Benefits Plan as a disability pensioner.
- You are a former Bargained Employee or (Nonmanagement Nonunion Employee who receives the same Benefits) of a AT&T Corp. Company and your Term of Employment is 15 or more years at the time you are approved to receive LTD. Coverage will cease if you are no longer eligible for LTD benefits due to reasons other than attaining the maximum age under an LTD Program, unless you are also eligible for Program either due to age and service or pension. Additionally, if you continue to be disabled at the time you attain the maximum age under an LTD Program, you will continue to be eligible for Program coverage as an Eligible Former Employee.

Midwest Region

You are an Eligible Former Employee if:

- You are a former Management Employee of a Midwest Participating Company who was certified, on or before Dec. 31, 2000, as being disabled and eligible to begin receiving benefits under the provisions of the Ameritech Sickness and Accident Disability Benefit Plan, terminated employment after 52 weeks of sickness disability benefits under the Ameritech Sickness and Accident Disability Benefit Plan and, upon termination, had completed 15 or more years Term of Employment.
- You are a former Bargained Employee or Nonmanagement Nonunion Employee who receives the same Benefits, you terminated employment from a Midwest Participating Company after receiving 52 weeks of sickness disability benefits under a program sponsored by a Participating Company and your Term of Employment with one or more Participating Companies was 15 or more years at the time your employment ended.

Note: If you are a former AIS – IBEW Local 494 Employee, you are not eligible for Program coverage regardless of whether you are eligible for a service or disability pension.

West Region

You are an Eligible Former Employee if:

- You are a former Bargained Employee or Nonmanagement Nonunion Employee who receives the same Benefits as a Pacific Bell Directory – IBEW Local 2139 employee who was certified as being a long-term disability recipient before Jan. 1, 2010 and your Term of Employment is 15 or more years at the time you were approved for LTD benefits.

- If you become a long-term disability recipient on or after Jan. 1, 2010 but do not meet the Modified Rule of 75, you will **not** be an Eligible Former Employee.
- **75 Point Terminee.** You are a former Management Employee who terminated employment from a West Region Company and who:
 - Terminated employment on or after March 22, 1996 and before January 1, 2000, after having completed a Term of Employment of at least 10 years; and
 - Whose age and Term of Employment at termination when added together equal 75 or more, and at that time did not satisfy the SBC Modified Rule of 75 eligibility requirement for post-employee coverage.

Note: *For purposes of this requirement, age and Term of Employment are expressed in years and whole months, with partial months rounded up to the whole months, and then age and Term of Employment are added together.*

- **65 Point Terminee.** You are a former Management Employee of a West Region Company who:
 - Terminated employment on or after March 22, 1996, after having completed a Term of Employment of at least 10 years; and
 - Whose age and Term of Employment at termination on Dec. 31, 1999, when added together equal 65 or more, and at that time did not satisfy either the 75 Point Terminee rule or the SBC Modified Rule of 75 eligibility requirement for post-employee coverage.

Note: *For purposes of this requirement, age and Term of Employment are expressed in years and whole months, with partial months rounded up to the whole months, and then age and Term of Employment are added together.*

Grandfathered or Other Special Retirement Provisions

In addition to the previously listed eligibility provisions, you may be an Eligible Former Employee if you meet grandfathered or other special retirement provisions listed below.

DIRECTV Eligible Former Management and NMNU Employees

A DIRECTV Management or NMNU employee who meets the DIRECTV Health and Welfare Benefit Plan eligibility criteria for retirement benefits on or before Dec. 31, 2016 will be eligible for Post-Employment Benefits under the Program, if they terminate employment before Jan. 1, 2018. DIRECTV Management or NMNU employees who are eligible for Post-Employment Benefits under this rule will be eligible to receive a Company contribution toward Post-Employment Benefits if they would have qualified for Shared-Pay Medical coverage under the retiree provisions of the DIRECTV Health and Welfare Benefit Plan (were covered under the DIRECTV Pension Plan – Contributory option.) Otherwise, these employees will have *access only* coverage which means they will pay 100% of the monthly Cost of Coverage without any Company contribution toward such coverage.

A DIRECTV Management or NMNU employee who terminates employment on or after Jan. 1, 2018, will be eligible for Post-Employment Benefits based on the Age and Service Based Eligibility provisions of the Program, and, unless they would have qualified for Shared-Pay Medical coverage under the retiree provisions of the DIRECTV Health and Welfare Benefit Plan, will be access only, which means that they will pay 100% of the monthly Cost of Coverage without any Company contribution toward such coverage.

East Region Management Employees

An East Region Management Employee who met the Rule of 75 (as described in the following table) before Jan. 1, 2001, and who was hired or rehired before July 1, 1995 or rehired on or after July 1, 1995, with eligibility for immediate service bridging under the SNET Management Pension Plan Temporary Layoff Provision, is eligible for post-employment Program coverage.

East Region Rule of 75
A Management Employee met the Rule of 75 if the sum of his or her age and Term of Employment (with no minimum service requirement) equaled at least 75 points before Jan. 1, 2001. Examples: If 51 years old and 27 years Term of Employment – Meets the Rule of 75 If 49 years old and 26 years Term of Employment – Meets the Rule of 75 If 57 years old and 16 years Term of Employment – Does NOT meet the Rule of 75 <i>Note: Age and service are added and then rounded to the nearest month to determine if the Rule of 75 is met.</i>

East Region Bargained Employees

You qualify for Age and Service Based Eligibility under the Rule of 75 if you meet the Rule of 75 provisions described below. Otherwise, you must meet the Modified Rule of 75 described in the ["Age and Service Based Eligibility"](#) section above.

Rule of 75

You meet the Rule of 75 if the sum of the years, months and days of your age and Term of Employment totals at least 75 and you terminated prior to January 1, 2006. For purposes of this determination, your age and Term of Employment will be calculated as of the day you leave the Company, and the sum of your age and service will be rounded to the nearest month. The Rule of 75 applies to the following categories of former regular Full-time or Part-time Bargained Employees only:

- Former Employees hired or rehired by a Participating Company on or before March 31, 1995.
- Former Employees rehired after March 31, 1995, subject to the following conditions:
 - The former Employee was hired as an Employee before March 31, 1995.
 - The former Employee was continuously employed thereafter until the Company terminated employment due to a layoff as defined in the applicable agreement between the bargaining union and the Company.
 - The former Employee was rehired as a Regular Employee after March 31, 1995, under the "Recall from Layoff and Crediting of Prior Service" agreement between the bargaining union and the Company dated Sep. 9, 1994.

You satisfy the Rule of 75 if the sum of the years, months and days of your age and service totals at least 75. For purposes of this determination, your age and service will be calculated as of the day you leave the Company, and the sum of your age and service will be rounded to the nearest month.

Company Management Employees

A Company Management Employee who meets one of the following requirements upon termination of employment is eligible for post-employment Program coverage. For purposes of this Company Management Employees section, the term Company means AT&T Corp. or one of its subsidiaries.

Eligible AT&T Corp. Postretirement Welfare Benefits Plan Eligible Former Employee

A former Management Employee of AT&T Inc. or its participating affiliates and subsidiaries who terminated employment with such Company on or before Dec. 31, 2006, and who, as of that date, was eligible for benefits under the AT&T Corp. Postretirement Welfare Benefits Plan. The former Employees to whom this rule applies include, but are not limited to, individuals who were eligible for coverage under the AT&T Corp. Postretirement Welfare Benefits Plan on Dec. 31, 2006, because they:

- Had satisfied the Age and Service Based Eligibility requirements to be eligible for AT&T Corp.-sponsored retirement-related Benefits;
- Retired on a service or disability pension;
- Were AT&T Access Program Participants;
- Were CIC Rule of 65 Eligible Employees; or
- Terminated employment pursuant to a declaration under the AT&T Force Management Program and the AT&T Separation Plan, and satisfied the Rule of 65.

AT&T Access Program Participant

A Management Employee who terminates employment on or after Jan. 1, 2007, was an Employee of a Legacy AT&T Corp. Participating Company on or before Dec. 31, 2006, and 1) was hired on or after Jan. 1, 2000, or 2) had less than five years Term of Employment as of Dec. 31, 1999, is eligible to participate in the Program as an AT&T Access Program Participant if he or she satisfies one of the following minimum age and Term of Employment requirements:

- The individual terminated employment with at least five years of service with the AT&T Controlled Group of Companies, as determined under Code Section 1563(a); and
- The individual satisfies the following age and Term of Employment requirements:
 - Upon the earlier of termination or Dec. 31, 2007, his or her age and Term of Employment at termination was:

Age	Term of Employment
At least 55	At least 10 years

Except that any former IBM Corporation employee who became an Employee of any Legacy AT&T Corp. Participating Company as of May 1, 1999, in accordance with the terms of the Employee Matters Agreement between AT&T and IBM Corporation dated Dec. 8, 1998, and who was a) then not within five years of being eligible for receipt of Post-Employment Benefits from IBM Corporation, and b) had less than five years combined IBM Corporation and AT&T Inc. Term of Employment as of Dec. 31, 1999, is eligible for coverage as an AT&T

Access Program Participant if, upon the earlier of termination of employment or Dec. 31, 2007, he or she is age 55 or older and has at least 10 years of service (including a minimum of five years Term of Employment with a Participating Company.)

The individual is not otherwise eligible to participate in the Program as an Eligible Former Employee Beneficiary.

Non-Participating Company Eligible Former Employee

A former Management Employee is eligible to participate in the Program as an Eligible Former Employee if the Employee:

- Was transferred or reassigned on or after Jan. 1, 1998, and before Dec. 31, 2006, to a Non-Participating Company (or Companies) after having accrued 10 or more years Term of Employment with one or more Participating Companies in Legacy AT&T Corp.; and
- Satisfies the minimum Age and Service Based Eligibility requirements specified in the chart below. Term of Employment, as used in the following chart, includes combined Term of Employment attained with the Participating Company and service attained with the Non-Participating Company provided the service attained with the Non-Participating Company is obtained prior to Jan. 1, 2008. This provision also applies to former Management Employees who returned to a Participating Company after employment with a Non-Participating Company and meet the criteria specified in this section.

Age	Term of Employment
Any age	At least 30 years
At least 50	At least 25 years
At least 55	At least 20 years
At least 65	At least 10 years

CIC Eligible Former Employee

A CIC Eligible Former Employee is a former Management Employee who terminated employment on or after Jan. 1, 2007, but prior to Nov. 19, 2007, and was an Employee of a Legacy AT&T Corp. Participating Company on or before Dec. 31, 2006. A CIC Eligible Former Employee is eligible to participate in the Program if:

- The sum of his or her age and Term of Employment (both expressed in days), determined as of his or her date of termination from the Company, is no less than 23,725 days (which equals the product of 65 years and 365 days per year); and
- He or she had at least five years Term of Employment as of his or her date of termination from the Company. For purposes of this CIC Eligible Former Employee section, Term of Employment does not include any service resulting from a transitional LOA.

Employees Who Elect the Transitional Program Under the AT&T Inc. Severance Pay Plan

If, upon termination of employment, you elect the Transitional Program under the AT&T Inc. Severance Pay Plan as revised from time to time, and pursuant to the terms of the Transitional Program, you are eligible for Benefits as an Eligible Former Employee.

Employees Granted a Service Pension Under the Enhanced Pension Provisions of the SBC Pension Benefit Plan

You will be an Eligible Former Employee if, at termination of employment, you were granted a service pension under the Enhanced Pension provisions of the SBC Pension Benefit Plan or its predecessors.

Nonmanagement Nonunion Employees Transferred to YP Holdings

You will be an Eligible Former Employee upon the earlier of your termination of employment from YP or the termination of the HR Transition Period, but only if you would have been eligible as an Eligible Former Employee under the Program's terms had you terminated employment from AT&T on or before May 8, 2012.

Employees who Accepted the Voluntary Retirement Incentive Offer

An Employee who is awarded eligibility for Post-Employment Benefits pursuant to the voluntary Retirement Incentive Offer under the AT&T 2012 Voluntary Window Separation Plan is eligible for Benefits as an Eligible Former Employee.

West Region Early Retirement Benefit

Eligible Former Employee includes a Bargained Employee of AT&T West Core Contract – CWA District 9 who, at termination of employment, was granted a service pension under the West Program of the AT&T Pension Benefit Plan through the application of the Early Retirement Benefit provisions.

West Region Enhanced Directory Retirement

Eligible Former Employee includes a Bargained Employee of Pacific Bell Directory – IBEW Local 1269 or 2139 who at termination of employment, was granted a service pension under the West Program of the AT&T Pension Benefit Plan through the application of the Enhanced Directory Retirement provisions.

Surplus Special Appendix Employees

If you are a Surplus Special Appendix Employee, you may be eligible to receive Benefits as an Eligible Former Employee upon your termination of employment from a Special Appendix Employee job title.

To be eligible for Benefits as an Eligible Former Employee, you must have remained in the same Special Appendix Employee job title to which you were transferred for a continuous and uninterrupted period before your termination of employment. In addition, you must meet the Pension Based Eligibility or Age and Service Based Eligibility applicable to the job title you held before the declaration of the surplus or layoff, to be eligible for Benefits as an Eligible Former Employee as are currently and in the future provided to Bargained Employees in your previous job title.

IMPORTANT: Unless you meet the criteria stated above, if you terminate your employment from a Special Appendix Employee job title, you are not eligible for Benefits as an Eligible Former Employee.

Nonmanagement Nonunion Employees of Berry Network, Inc. and L.M. Berry and Company

Southeast Region Rule of 75

If you met the Southeast Region Rule of 75 requirements as described below before Jan. 1, 2009, and subsequently terminated employment from a Participating Company on or after June 1, 2008,

and at that time did not satisfy the AT&T Modified Rule of 75 Age and Service Based Eligibility requirements for post-employment coverage will be eligible for coverage. If the former Employee does not meet the Southeast Region Rule of 75 Age and Service Based Eligibility requirements before Jan. 1, 2009, the former Employee must meet the AT&T Modified Rule of 75 to be eligible for post-employment coverage.

Southeast Region Rule of 75

A Southeast Region Employee with at least 10 years Term of Employment meets the Southeast Region Rule of 75 when any combination of your Term of Employment and your age (in whole years and whole months) equals or exceeds 75 years.

Examples

If age 46½ and have 28½ years Term of Employment – the Employee met the Rule of 75

If age 64 and 11 years Term of Employment – the Employee met the Rule of 75

If age 68 and 7 years Term of Employment – the Employee does **NOT** meet the Rule of 75 because Term of Employment does **NOT** equal at least 10 years

Notes:

Whole years and whole months of age and service are added together to determine if the Rule of 75 is met.

Any periods of part-time employment are pro-rated by the number of hours worked per week as a percent of 37.5 hours for Employees who were (i) initially hired on or after Jan. 1, 1990, or (ii) rehired after Jan. 1, 1990, following a break in service.

LEGACY CINGULAR WIRELESS EMPLOYEES

Cingular Wireless Transition Group Employee means you: (1) were an Active Employee as of Dec. 31, 2001, and you were contributed directly to Cingular Wireless LLC from SBC Communications, Inc. (SBC) or BellSouth Corporation (Bellsouth or Southeast) as part of the formation of Cingular Wireless LLC, (2) were hired or rehired by Cingular Wireless between Jan. 1, 2002 and Dec. 31, 2004; or (3) were Southwestern Bell Wireless Resources LLC active bargained employees eligible to participate in the Southwestern Bell Wireless Resources LLC Program as of Dec. 31, 2004. To be classified as a Transition Group 1, 2, 3 or 4 employee you had to be eligible to participate in the Cingular Wireless non-bargained plan on Dec. 31, 2001 or for employees described in (2) above Dec. 31, 2004.

Transition Group 1 Employee

You are an Eligible Former Employee, if as of Dec. 31, 2001, you were classified as a Transition Group 1 Employee eligible to participate as an Eligible Former Employee under the SBC Communications, Inc. (SBC) or BellSouth Corporation (Bellsouth or Southeast) plans, based on the age and service requirements for post-employment coverage (without regard to the Cingular Wireless Accelerated Bridging and One-Time Prior Service Recognition Program.)*

Transition Group 2 Employee

You are an Eligible Former Employee if, as of Dec. 31, 2001, you did not meet the Transition Group 1 requirements and you were classified as a Transition Group 2 Employee because you either (i) were within five years of meeting the BellSouth or SBC age and service requirements for post-employment coverage (without regard to the Cingular Wireless Accelerated Bridging and One-Time Prior Service Recognition Program); or (ii) had at least 15 years of service with BellSouth or SBC (without regard to the Cingular Wireless Accelerated Bridging and One-Time Prior Service Recognition Program.) If you are a Management Employee, additional requirements apply. See below.

Management Employees must meet the Modified Rule of 75, unless, as of Dec. 31, 2008, you were a former BellSouth Employee and you met the [“Southeast Region Rule of 75”](#) (defined above.)

Transition Group 3 Employee

You are an Eligible Former Employee if, as of Dec. 31, 2001, you did not meet the Transition Group 1 or 2 requirements and you were classified as a Transition Group 3 Employee because you had at least five years of service with BellSouth or SBC but not 15 years of service, and as of your termination of employment you are at least age 55 with at least 10 years Term of Employment (without regard to the Cingular Wireless Accelerated Bridging and One-Time Prior Service Recognition Program.)

Management Employees must meet the Modified Rule of 75, unless, as of Dec. 31, 2008, you were at least age 55 with at least 10 years Term of Employment as defined above.

Transition Group 4 Employee

You are an Eligible Former Employee if, as of Dec. 31, 2001, you did not meet the Transition Group 1, 2 or 3 requirements, and you were classified as a Transition Group 4 Employee because (1) you were an employee of CCPR Services Inc., USVI Cellular Telephone Corp., Houston Cellular or BellSouth Wireless Data – Cingular Interactive, or (2) you were hired on or after Jan. 1, 2002 and before Jan. 1, 2005 or (3) you did not have at least five years of service as of Dec. 31, 2001; and you are at least age 55 with at least 10 years Term of Employment at your termination of employment (without regard to the Cingular Wireless Accelerated Bridging and One-Time Prior Service Recognition Program.)

Management Employees must meet the Modified Rule of 75, unless as of Dec. 31, 2008, you were at least age 55 with at least 10 years Term of Employment as defined above.

Former Southwestern Bell Wireless Program Participants

You are an Eligible Former Employee if, as of Dec. 31, 2001, you were a Southwestern Bell Wireless Resources, LLC active bargained employee, and you did not meet the Transition Group 1, 2, 3 or 4 employee, and you were classified as a Transition Group B employee and you were eligible to participate in the Southwestern Bell Wireless Resources LLC Program as of Dec. 31, 2004 (Group B), you are an Eligible Former Employee if you satisfy [“Age and Service Based Eligibility”](#) requirements above at your termination of employment on or after Jan. 1, 2005.

IMPORTANT: Continued Transition Group status is contingent upon continuous active employment. Upon any break in service for any duration, unless terminated due to a surplus/reduction in force, an Employee will no longer have the Transition Group 1, 2, 3, 4, or B status. Upon rehire with an AT&T company, an Employee will be treated as a newly hired Employee for Program coverage.

Employees Who Change Management or Bargained Status.

If you are a Transition Group Employee and you transferred from a Management Employee to a Bargained Employee (or vice versa) classification on or after Jan. 1, 2005, while employed at an AT&T company, you keep your Transition Group Employee status (1-4 or B) and your eligibility as an Eligible Former Employee is determined under the Transition Group Employee rules described above.

National Bargained Benefit Plan

Bargained Employees covered under the National Bargained Benefit Plan at termination of employment are not Eligible Former Employees while the collective bargaining agreement they terminated employment under remains in effect.

Other Mobility Employees

If you were not identified as a Transition Group Employee above, or you were a Transition Group Employee and did not maintain continuous Term of Employment after Dec. 31, 2001, or you were hired on or after Jan. 1, 2005, then you are eligible for Program coverage only upon satisfying the ["Age and Service Based Eligibility"](#) (Modified Rule of 75) requirements above.

Special Service Recognition

If you transfer to a management position with a Participating Company on or after Jan. 1, 2007, and in connection with such transfer, you receive special service recognition pursuant to a merger or acquisition (M&A) arrangement, the following will apply:

- If the service with a non-Participating Company is counted in determining your Term of Employment under an AT&T-sponsored pension plan, the resulting Term of Employment will be used in determining eligibility for Post-Employment Benefits under the Program.
- You must meet the Modified Rule of 75 requirements in order to be eligible for Post-Employment Benefits.
- Your post-employment monthly contribution toward coverage will be 100 percent of the Cost of Coverage based on your enrollment.
- Notwithstanding the above, effective Dec. 1, 2010, if you are transferred to a management position in connection with one of the following Re-insourcing Transactions, you were previously outsourced from the Outsourcing Company identified in the chart below with respect to the identified Re-insourcing Transaction, and your prior service with such Outsourcing Company is included in the service recognized in connection with the Re-insourcing Transaction (Re-insourced Employee), the following will be determined as if you had remained contiguously employed by the Outsourcing Company:
 - Your monthly contribution toward post-employment coverage.
 - Your eligibility for Post-Employment benefits under the Program.

Outsourcing Company	Outsourcing Agreement Date	Re-insourcing Transaction	Re-insourcing Date
AT&T Corp.	May 31, 2000, as amended from time to time	Application Development and Maintenance Agreement between AT&T Services, Inc., and International Business Machines Corporation (Group Two Applications)	March 1, 2007
BellSouth Corporation	Nov. 17, 1997, as amended from time to time	Information Technology Services Agreement between BellSouth Telecommunications, Inc. and Electronic Data Systems Corporation	April 2, 2008

Outsourcing Company	Outsourcing Agreement Date	Re-insourcing Transaction	Re-insourcing Date
BellSouth Corporation	Jan. 1, 2000, as amended from time to time	Amended and Restated Information Technology Services Agreement (collectively, the ARITSA) between AT&T Services, Inc. (formerly known as SBC Services, Inc., until such entity's name change made effective Dec. 8, 2005, and successor in interest of BellSouth Telecommunications, Inc./BellSouth Technology Group, Inc.) (AT&T) and Accenture LLP (successor in interest to Andersen Consulting, LLP)	Sept. 1, 2008
AT&T Corp.	Sept. 28, 2007	Fourth Amended and Restated Information Technology Services Agreement between AT&T Services, Inc. and International Business Machines Corporation	Jan. 1, 2009
AT&T Corp.	May 31, 2000, as amended from time to time	Application Development and Maintenance Agreement between AT&T Services, Inc. and International Business Machines Corporation	April 1, 2009
BellSouth Corporation	Nov. 17, 1997, as amended from time to time	Information Technology Services Agreement between BellSouth Telecommunications, Inc. and Electronic Data Systems Corporation	Jan. 1, 2010

Retired Employee and LTD Recipient Contributions for Eligible Former Employees Who are Rehired on or after Jan. 1, 2011. If you are an Eligible Former Employee of a Company who is rehired on or after Jan. 1, 2011, into a management position or a position with benefits that follow management, the amount of your monthly contribution toward Post-Employment Benefits will be determined without regard to your prior service. You will pay 100 percent of the monthly cost of coverage.

APPENDIX D

Special Provision Applicable to Employees Outsourced to Amdocs, Inc. Between March 1, 2003, And August 31, 2004

Certain former Employees who were outsourced to Amdocs, Inc. and are considered Transitioned Employees that are eligible for retiree benefits under the benefit plans and programs of AT&T Inc. if they applied for such benefits as soon as eligible, but no later than July 31, 2008.

The eligibility requirements for Transitioned Employees under this special provision are as follows:

- As of Feb. 28, 2003, you were within five years of satisfying the Post-Employment Benefits eligibility requirements of the SBC plans in which you were participating as of your SBC Termination Date.
- You were an Employee of SBC who was outsourced to Amdocs, Inc. by SBC between March 1, 2003, and Aug. 31, 2004, accepted Amdocs' offer of employment and received a letter from SBC concerning Your SBC Benefits Opportunity.
- You remained continuously employed by Amdocs, Inc. until you attained the Age and Service Based Eligibility requirements for Post-Employment Benefits as they exist on the date you would have qualified for them if you had remained employed by AT&T Inc. You would not be eligible for these benefits if you terminated employment from Amdocs before attaining such eligibility.

If you satisfied all of these eligibility rules, Post-Employment Benefits will be provided under the AT&T Inc. programs (as they may be amended or terminated from time to time). Your service with Amdocs, Inc. will not be counted for any other purpose, even if you are reemployed by a Participating Company in the future. AT&T Inc. reserves the right at any time, in its discretion, to amend or terminate its medical benefit plans, including, but not limited to, the right to amend eligibility provisions, post-employment contribution rates, Co-payments and Annual Deductibles.