

Long-Term Care Plan (LTC) Benefits -John Hancock Summary Plan Description for New York and New England Associates

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# Your long-term care (LTC) benefits

The Verizon Associate Long-Term Care Plan (LTC) for New York and New England Associates (the Plan) offers financial protection if you need extended care as the result of an illness or accident, or due to the loss of functional ability brought on by aging. The Plan includes:

- Eligibility from your date of hire. At the time of enrollment, you were able to enroll your <u>spouse</u>, your parents and/or your parents-in-law in coverage. Coverage is only available if you and/or your eligible dependents enrolled prior to July 1, 2013.
- Coverage for expenses related to care you need when you are unable to perform certain basic activities of daily living
- Reimbursement to your estate of a portion of the premiums you paid, less any benefits that you received for covered charges, if you die at or before age 70

#### **About this SPD**

This document is the summary plan description (SPD) for the Verizon Associate Long-Term Care Plan for New York and New England Associates, including the Other Plan Provisions of Verizon Plans Covering New York and New England Associates. The Plan is subject to federal law under the Employee Retirement Income Security Act of 1974 (ERISA) and its subsequent amendments. This document meets ERISA's requirements for an SPD and reflects Plan provisions effective through the date hereof. It updates and replaces all previous SPDs and other descriptions of the benefits provided by the Plan. This SPD is a summary of this Plan.

Every effort has been made to ensure the accuracy of the information included in this SPD. Copies of Plan documents are available by contacting the Plan administrator in writing at the address provided in the "Additional information" section.

This SPD is divided into the following major sections:

- Participating in the Plan. This section explains your eligibility at the time of enrollment for you and your dependents and when eligibility ends.
- Your coverage. This section describes the long-term care insurance coverage available to you. Refer to it when you need information about your coverage and benefits.
- What is not covered. This section lists services and supplies not covered under the Plan.
- How to file a claim. This section provides information on when you need to file a claim to receive benefits.
- Additional information. This section provides additional details about the administrative provisions of the Plan and your legal rights.
- Terms to know This section defines certain terms used in this SPD.

#### NOTE:

Effective January 1, 2012, the LTC insurance plan being provided through John Hancock Life Insurance Company (U.S.A.) (John Hancock) was closed to new entrants. Accordingly, John Hancock no longer issues any new LTC insurance certificates to Verizon employees and retirees but will continue to administer LTC benefit claims for participants who remain eligible and enrolled. A participant who enrolled in the LTC coverage through John Hancock under the terms of the Plan as of midnight in the Eastern time zone on December 31, 2011, will be permitted to continue coverage under the Plan as long as such participant remains continuously eligible and enrolled.

Additionally, while the John Hancock policy did not allow new enrollees on or after January 1, 2012, effective July 1, 2013, no new LTC policies will be issued to participants under the terms of the Plan, with any carrier. A participant who is enrolled in Long Term Care coverage through the Plan as of midnight, in the Eastern Time zone, on June 30, 2013, will be permitted to continue coverage under the Plans as long as such participant remains continuously eligible and enrolled according to the terms of the Plan.

**IMPORTANT:** John Hancock has the discretionary authority to interpret the terms of the Plan and this SPD and determine your eligibility to participate in the Plan under their terms.

## **Getting more information**

If you have questions about your benefits or need additional information, contact John Hancock directly at 800.231.6969.

## Changes to the Plan

While Verizon expects to continue the Plan indefinitely, John Hancock reserves the right to change the amount of required participant contributions for coverage under the Plan at any time, with or without advance notice to participants, subject to any duty to bargain collectively. The Plan may be amended by publication of any SPD, summary of material modification, enrollment materials or other communication relating to the Plan, as approved by Verizon.

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

# Participating in the Plan

## Eligibility

Effective January 1, 2012, the LTC insurance plan being provided through John Hancock was closed to new entrants. Accordingly, John Hancock will no longer issue any new LTC insurance certificates to Verizon employees and retirees but will continue to administer LTC benefit claims for participants who remain eligible and enrolled. You are eligible for Plan coverage if you enrolled in long-term care coverage under the John Hancock LTC insurance plan prior to the Plan closing to new entrants and continue to pay premiums on time and are:

- An active full-time or part-time associate who is employed by a participating company and your employment is covered by a collective bargaining agreement that provides for participation in the Plan, or
- Retired on or after August 9, 1986 and receive a pension under the Verizon Pension Plan for Associates (to the extent that it covers New York and New England associates).

## NOTE:

- "Associate" as used throughout this SPD includes any non-management employee.
- "Service" means net credited service as defined by the Verizon Pension Plan for Associates (to the extent that it covers New York and New England Associates).
- If a court, the Internal Revenue Service (IRS) or any other enforcement authority or agency finds that an independent contractor or leased employee should be treated as a regular employee of a participating company, for example, for purposes of W-2 income reporting or tax withholding, such individual is nonetheless expressly excluded from the definition of eligible employee and is expressly ineligible for benefits under the Plan.

**IMPORTANT:** Coverage is not available to residents of Kansas.

## Eligible family members

As of the date the LTC benefit plan insured by John Hancock was closed to new enrollees on January 1, 2012, eligible family members were:

- Your spouse, as long as he or she was age 18 or older on his or her birthday nearest to the date John Hancock received his or her application
- Your parents or parents-in-law, as long as they were younger than age 80 on their birthday nearest to the date John Hancock received his or her application

Spouses, parents and parents-in-law were eligible to apply for coverage even if you declined coverage under the Plan.

**NOTE:** Same-sex domestic partners, ex-spouses and dependent children were not eligible for coverage under the Plan.

# If your spouse was a Verizon employee

For the Plan, if your spouse was employed by Verizon, you could be covered as an employee or as a family member, but not as both.

## For more information

For additional information on family member eligibility, contact John Hancock.

## Changing your coverage

You may apply to increase your daily maximum benefit amount under your current option. Daily maximum benefit amounts may be increased once a year, and participants are subject to underwriting approval. Some restrictions apply. (See the "Your coverage" section for coverage options.)

Also, you can cancel your coverage at any time. Special rules apply if you have participated in the Plan continuously for 10 or more years when you cancel coverage. (See the "Your coverage" section for more information.) However, if you cancel your coverage, you will not be eligible to enroll again.

## For more information

For additional information on changing coverage, contact John Hancock.

## Cost of coverage

Your or your family member's cost ("premium") for long-term care coverage was based on three factors:

- Age at the time of application for the LTC Plan
- The coverage option selected
- The level of benefits selected within the coverage option

For details on the coverage options and the benefit levels offered under each option, see the "Your coverage" section.

Following your enrollment before midnight, Eastern time zone on January 1, 2012, your cost will not increase due to age, changing health or benefit claims. Your cost for coverage will be adjusted only if premiums are adjusted for everyone in your class or group.

# Paying for coverage

Premiums for coverage are payable directly to John Hancock through direct billing or automatic monthly withdrawal through a checking or savings account.

## **Monthly premiums**

At the time of enrollment, materials received included a table of monthly premiums based on age, coverage option and benefit level.

## When participation ends

Your coverage or your covered family member's coverage will end on the earliest of:

- The end of the period covered by your last premium payment, unless the premiums are waived or you have elected to continue your coverage under the reduced paid-up benefit
- The date you reach the lifetime maximum benefit for your coverage

## NOTE:

In November 2011, Verizon communicated to all eligible employees that the John Hancock LTC insurance plan will be closed to new entrants effective January 1, 2012. A participant who enrolled in Long-Term Care coverage through John Hancock under the terms of the Plan as of midnight, in the Eastern Time zone, on December 31, 2011, will be permitted to continue coverage under the Plan as long as such participant remains continuously eligible and enrolled according to the terms of the Plan.

## Your coverage

The Plan offered two coverage options for financial protection if you need extended care as the result of an illness or accident, or due to the loss of functional ability brought on by aging.

- Nursing home only coverage, which pays benefits for care received in a nursing home only
- Comprehensive coverage, which includes nursing home care, home health care, adult day care and homemaker services provided as a form of respite care

Under each option, a benefit level was chosen. Each benefit level includes a daily maximum benefit and a lifetime maximum benefit:

- The daily maximum benefit is the most the Plan will pay each day for the cost of your care
- The lifetime maximum benefit is the total amount the Plan will pay for all types of long-term care expenses combined. This amount is intended to provide benefits for at least five years in a nursing home.

Only actual charges are applied to the lifetime maximum benefit. For example, if your daily nursing home charges are less than your full daily maximum benefit, only the actual daily nursing home charges will be applied to the lifetime maximum.

Once you or a covered family member has reached the lifetime maximum benefit, no further benefits will be paid for that individual and coverage ends.

## Option I: Nursing home only coverage

Nursing home only coverage covers skilled and intermediate nursing care and/or custodial care you receive in a qualified nursing home facility.

Under nursing home only coverage, if you are a resident of a state other than Connecticut or Delaware, three benefit coverage options were offered:

Benefit level	Daily maximum benefit	Lifetime maximum benefit
A	\$100.00	\$182,500.00
В	\$150.00	\$273,750.00
С	\$205.00	\$374,125.00

**NOTE:** If you are a resident of Connecticut or Delaware, your daily maximum benefit amounts will vary slightly. Contact John Hancock for information. Nursing home only coverage is not available to residents of Vermont.

## **Option II: Comprehensive coverage**

Comprehensive coverage covers the following services:

- Skilled and intermediate nursing care and custodial care in a qualified nursing facility
- Home health care, including:
  - Part-time skilled nursing care received from a registered nurse or licensed practical nurse

- Physical, respiratory, occupational or speech therapy provided by licensed therapists in their field of practice
- Custodial care received in your home or a rest home, from home health aides who are certified or employed by qualified home health care agencies (home health care services provided by a family member or by a person who ordinarily resides in your home are not covered)
- Adult day care, including a range of physical and social support services provided by a qualified adult day care center
- Homemaker services (for respite care) needed to give temporary relief to a family member or another informal caregiver who has been caring for you. The services covered are shopping, menu planning, meal preparation and light housekeeping (homemaker services provided by a family member or by a person who ordinarily resides in your home are not covered). There is an annual maximum benefit for homemaker services (see below).
- Nursing home care, home health care or adult day care can be used when needed for respite care. Homemaker services are covered only when provided for respite care.

Under comprehensive coverage, if you are a resident of a state other than Connecticut or Delaware, three benefit coverage options were offered:

Benefit level	Nursing home daily maximum benefit	Home health care/ adult day care/ homemaker services/ respite care benefit	
		Daily maximum benefit	Lifetime maximum benefit
A	\$100.00	\$50.00	\$182,500.00
В	\$150.00	\$75.00	\$273,750.00
С	\$205.00	\$102.50	\$374,125.00

**NOTE:** If you are a resident of Connecticut or Delaware, your daily maximum benefit amounts will vary slightly. Contact John Hancock for information.

## Annual benefit for homemaker services

Homemaker services must be approved by a long-term care case manager (see "How to file a claim"). If you are a resident of a state other than Connecticut or Delaware, the maximum amount of benefits you can receive for homemaker services provided in any calendar year is 20 times the home health care/adult day care/homemaker services daily maximum benefit:

- \$1,000 under Benefit Level A
- \$1,500 under Benefit Level B
- \$2,050 under Benefit Level C

**NOTE:** If you are a resident of Connecticut or Delaware, your annual benefit for homemaker services will vary slightly. Contact John Hancock for information.

These amounts apply toward the lifetime maximum benefit.

## Special features of the Plan

The following features are available to you regardless of the coverage you chose.

## Reduced paid-up coverage

When you have paid premiums for 10 years, you can stop making payments and still be eligible to receive 30 percent of your daily maximum benefit and lifetime maximum benefit.

For each year past the tenth year that you continue to pay premiums, the amount of reduced coverage available increases by three percent. The maximum reduced paid-up coverage after 25 years or more of premium payments is 75 percent of your original daily maximum benefit.

For example, assume you are covered with the \$100 nursing home daily maximum benefit. If you stop premium payments after 10 years, your nursing home daily maximum benefit would be \$30 (\$100 X 30%). If you stop premium payments after 12 years, your nursing home daily maximum benefit would be \$36.00 (\$100 X 36% – 30% plus 3% increases for the two extra years).

The total number of years you have paid premiums will not include any time your premiums are waived. Premiums are waived during any period you are eligible to receive long-term care benefits. If you are a resident of Connecticut, this provision varies slightly. Contact John Hancock for information.

## Return of premium upon death

If you die at or before age 65, the Plan will pay an amount equal to 100 percent of the premiums you have paid up to the date of your death, less any benefits paid or still payable for any charges you incurred.

Beginning on your 66th birthday, the percentage of premium that may be returned is reduced by 20 percent each year, so that by age 70, none of your premium is returned if you die. There is no return of premium if coverage is in reduced paid-up status.

Any return of premium benefits due will be paid to your estate.

## Inflation adjustment provision

Every three years, John Hancock reviews the cost of nursing home and home health care using the Consumer Price Index or other appropriate indexes. If costs have increased, you'll be given an opportunity to increase your elected daily maximum benefit amount without providing a Statement of Health Form.

This increase will not be available to you if you are age 85 or over on your birthday closest to the increase effective date. If you were certified as dependent in two or more significant activities of daily living (SADLs) (see the "How to file a claim" section) during the two years before the date, the increase is effective or if your coverage is in reduced paid-up status.

If you opt to increase your coverage, the premium for the daily maximum benefit you originally elected will not change due to this election, but you will have to pay an additional premium for the additional coverage. Your new premium for the additional coverage will be based on your age on your birthday closest to the date on which the increase takes effect.

## What is not covered

In most states, the Plan does not cover expenses for care in the following situations:

- Care resulting from any pre-existing condition for which you incur an expense or receive
  medical advice or treatment during the first six months your coverage has been in effect.
  However, pre-existing conditions are covered after your long-term care coverage has been in
  effect for at least six months.
- Expenses for care during the 60-day qualification period (see "How to file a claim")
- Mental or emotional disorders without demonstrable organic disease such as neurosis, psychoneurosis, psychopathy and psychosis as listed in the most recent edition of the International Classification of Disease. Alzheimer's disease and other organically-caused brain disorders are covered.
- Care specifically provided for detoxification or rehabilitation for alcohol or drug abuse
- Care for a condition caused by an intentionally self-inflicted injury
- Conditions caused by committing or attempting to commit a felony, or participating in an insurrection or riot
- Care or treatment provided outside the United States and its possessions
- Care for conditions caused by war, acts of war or service in the armed forces
- A service or supply covered under a government program, except as required by law. However, this exclusion does not apply to programs established by the federal government for its civilian employees, or to Medicare and Medicaid.
- A service or supply for which a charge would not have been made in the absence of insurance

## NOTE:

Plan provisions may be changed or deleted to comply with individual state requirements.

## **Important Note:**

Other exclusions may apply. Contact John Hancock for details.

## How to file a claim

## Filing a claim

Before you can receive benefits, you must be certified as dependent in two of the five significant activities of daily living, and you must complete a 60-day qualification period to ensure that the care you need is long term.

## **Certifying long-term care needs**

To qualify for long-term care benefits, you must be certified by a case manager as dependent in two of the significant activities of daily living (SADLs) due to a condition covered under the Plan.

The five SADLs used for certification purposes are:

- Bathing and/or dressing
- Eating (but does not include preparing or serving food)
- Toileting
- Transferring from a bed to a chair
- Maintaining continence

Certification of dependency will be determined by a John Hancock case manager, who will review information received from you, your family, your doctor and other care providers. In some cases, a local nurse may meet with you at your home or care facility to help evaluate your condition. This visit will be paid for by John Hancock.

In some cases, a person may be able to perform an activity physically, but not appropriately. For example, a person with Alzheimer's disease physically is able to put on clothing but may need help selecting the proper clothes for the weather. The case manager will determine whether you or a covered family member is able to perform an activity independently and appropriately-without supervision or assistance from another person.

## When you are dependent

For purposes of this Plan, you are dependent if you need help from another person most of the time to perform a major part of two of the significant activities of daily living.

## The certification process

If you or a covered family member needs long-term care services covered under this Plan, call a case manager at the Long-Term Care Customer Service Center at John Hancock.

Case managers are registered nurses or social workers who will certify your need for long-term care and assist you in locating sources of care in your community. They also can recommend the type of facility and level of care that is appropriate for your needs.

You are under no obligation to follow the recommendations of your case manager. However, you must call the case manager to begin the process of certification and qualifying for benefits. If you are eligible for benefits, your doctor, your family and you make the final decision concerning the type of care you should receive.

## The qualification period

Your qualification period begins on the date you are certified as dependent in at least two SADLs and ends 60 days later, provided you remain certified during that time. You do not have to receive care to complete the qualification period.

## When benefits begin

After the qualification requirements are met, the Plan will pay benefits for the cost of the covered services you receive, as long as you remain certified, up to your daily maximum benefit and lifetime maximum benefit.

## Premium waiver

Your premiums will be waived during any period you are eligible to receive benefits and will resume on the first day of the month after you no longer are eligible for benefits under the Plan.

## Coordination of benefits

#### How coordination works

If you or your insured family member is covered by more than one long-term care insurance plan, special rules apply for determining who pays benefits first (the primary plan) and how benefits are determined when another plan is secondary (pays benefits after the primary plan). This section describes these rules.

The coordination of benefits (COB) feature eliminates duplicate payments for the same service when you or your family members are covered by more than one insurance plan. When benefits coordinate, one plan will pay benefits first (the primary plan), another will pay second (the secondary plan) and so on.

When the Plan is primary, it pays benefits up to the limits described in this SPD.

When the Plan is secondary, the claims administrator subtracts the primary plan's payment from the allowable expense. The Plan will pay the difference as a secondary payment but not more than it would have paid as the primary plan. As a result, the total amount you receive from both plans never will exceed the amount of the allowable expenses.

## **Priority of payment**

Under the Plan's COB provisions, the order of payment is as follows:

- A plan that provides benefits for the covered person as an active employee pays before a
  plan that covers the individual as a dependent.
- A plan that provides benefits for the covered person as an employee who is neither retired nor laid off or the dependent of such an individual is considered primary to a plan that covers the person as a laid off or retired employee or the dependent of such an individual.

When the previous rules do not establish an order of benefit determination, the plan that covers the person for the longer period of time is the primary plan and the plan that has covered the person for a shorter period of time is the secondary plan.

A plan that does not have COB is considered the primary plan.

## **IMPORTANT:**

Generally, expenses covered by this Plan are not covered by medical plans. However, COB rules apply if there is some overlap in coverage.

The Plan coordinates with other group medical plans, employer-sponsored long-term care insurance plans and Medicare. However, the Plan does not coordinate with Medicaid or any individual long-term care insurance policies you may have. If you are an active employee and you or your covered spouse is age 65 or older, the Plan will be primary to Medicare.

## Right of recovery

If, for any reason, the Plan pays a benefit that is larger than the amount allowed under the COB provision, the claims administrator has a right to recover the excess amount from the person or agency who received it. The person receiving benefits must produce any instruments or papers necessary to ensure this right of recovery.

## **Additional information**

## Claims and appeals procedures

The authority and discretion to designate each of the claims and appeals administrators is granted to the Verizon Employee Benefits Committee (VEBC) and the Verizon Claims Review Committee (VCRC), and to the individuals who chair each of these committees.

At the time of publication of this summary plan description (SPD), there is one claims and appeals administrator for the Plan.

There are two types of claims: eligibility to participate in the Plan claims and benefit claims. See below for more information.

## Claims regarding eligibility to participate in the Plan

At this time, for eligibility to participate in the Plan claims, the VCRC has delegated its authority to finally determine claims to John Hancock, which has discretionary authority to determine claims and appeals for Plan eligibility.

Eligibility to participate claims should be directed to John Hancock.

## Claims regarding scope/amount of benefits under the Plan

At this time, for benefit related claims, the VCRC has delegated its authority to finally determine claims to John Hancock, which has discretionary authority to determine claims and appeals for Plan benefits.

The address of the claims and appeals administrator for the Plan is listed in the "Administrative information" section. If you have a claim or appeal, you should contact the claims and appeals administrator.

John Hancock has discretionary authority to:

- Interpret the Plan based on its provisions and applicable law and make factual determinations about claims arising under the Plan
- Determine whether a claimant is eligible to participate in the Plan
- Determine whether a claimant is eligible for benefits
- · Decide the amount, form and timing of benefits
- Resolve any other matter under the Plan that is raised by a participant or a beneficiary, or that is identified by either the claims or appeals administrator

The claims and appeals administrator has sole discretionary authority to decide claims under the Plan and review and resolve any appeal of a denied claim. In case of an appeal, the claims and appeals administrator's decisions are final and binding on all parties to the full extent permitted under applicable law, unless the participant or beneficiary later proves that a claims and appeals administrator's decision was an abuse of administrator discretion.

## If a claim is denied

Disagreements about eligibility to participate in the Plan or benefit amounts can arise. If John Hancock is unable to resolve the disagreement, a formal appeal procedure is in place for Employee Retirement Income Security Act of 1974 (ERISA)-covered plans.

This section explains the steps you or your authorized representative are required to take to file an ERISA claim or appeal. The procedure is slightly different, depending on whether you have an "eligibility" claim or a "benefit" claim.

An eligibility claim is a claim to participate in a plan or plan option or to change an election to participate during the year.

A benefit claim is a claim for a particular benefit under a plan. It typically will include your initial request for benefits.

	Eligibility claims procedure	Benefit claims procedure
Claims: Step 1		
How to file a claim	To file an <b>eligibility</b> claim, request a Claim Initiation Form from John Hancock. You (or your authorized representative) must return the form to John Hancock at the address on the form.  You must include:  • A description of the benefits for which you are applying  • The reason(s) for the request  • Relevant documentation	To file a <b>benefit</b> claim, you (or your authorized representative) should write to John Hancock.  You must include:  • A description of the benefits for which you are applying  • The reason(s) for the request  • Relevant documentation
When you will be notified of the claims decision	You will be notified of the decision within 90 days of John Hancock's receipt of your Claim Initiation Form (180 days, when special circumstances apply).	You will be notified of the decision within 90 days of John Hancock's receipt of your written claim (180 days, when special circumstances apply).
Failure to provide sufficient information	John Hancock will notify you of the deadline to submit additional information, if applicable.	John Hancock will notify you of the deadline to submit additional information, if applicable.
How you will be notified of the claim decision	If your claim is <b>approved</b> , John Hancock will notify you in writing.	If your claim is <b>approved</b> , John Hancock will notify you in writing.

If your claim is **denied**, in whole or in part, your written denial notice will

- The specific reason(s) for the denial
- The plan provisions on which the denial was based
- Any additional material or information you may need to submit to complete the claim
- The Plan's appeal procedures

If your claim is **denied**, in whole or in part, your written denial notice will contain:

- The specific reason(s) for the denial
- The plan provisions on which the denial was based
- Any additional material or information you may need to submit to complete the claim
- The Plan's appeal procedures

# Internal Appeals (Benefits Determinations on Review): Step 2

# About appeals and the claims fiduciary

Before you can bring any action at law or in equity to recover plan benefits, you must exhaust this process. Specifically, you must file an appeal as explained in this Step 2 and the appeal must be finally decided by John Hancock, the claims fiduciary. As such, John Hancock is authorized to finally determine eligibility appeals and interpret the terms of the Plan in its sole discretion. All decisions by John Hancock are final and binding on all parties.

Before you can bring any action at law or in equity to recover plan benefits, you must exhaust this process. Specifically, you must file an appeal as explained in this Step 2 and the appeal must be finally decided by John Hancock. The Claims Review Committee has delegated its authority to finally determine claims to John Hancock. As such, John Hancock is the claims fiduciary and is authorized to finally determine benefit appeals and interpret the terms of the Plan in its sole discretion. All decisions by John Hancock are final and binding on all parties.

## How to file an appeal

If your claim is denied and you want to appeal it, you must file your appeal within 60 days from the date you receive written notice of your denied claim. You may request access to all documents relating to your appeal.

To file your appeal, write to John Hancock and include:

- A copy of your claim denial notice
- The reason(s) for the

If your claim is denied and you want to appeal it, you must file your appeal within 60 days from the date you receive written notice of your denied claim. You may request access to all documents relating to your appeal.

To file your appeal, write to John Hancock and include:

- A copy of your claim denial notice
- The reason(s) for the

	appeal Relevant documentation	appeal Relevant documentation
When you will be notified of the appeal decision	You will be notified of the decision with 60 days of John Hancock's receipt of your receipt of your appeal (120 days, when special circumstances apply).	You will be notified of the decision with 60 days of John Hancock's receipt of your receipt of your appeal (120 days, when special circumstances apply).
	If your appeal is <b>approved</b> , John Hancock will notify you in writing.	If your appeal is <b>approved</b> , John Hancock will notify you in writing.
	If your appeal is <b>denied</b> , in whole or in part, your written denial notice will contain:  The specific reason(s) for denial  A statement regarding the documents that you are entitled to  The plan provisions on which the denial was based  Your right to bring a civil action under Section 502(a) of ERISA	If your appeal is denied, in whole or in part, your written denial notice will contain:  The specific reason(s) for denial  A statement regarding the documents that you are entitled to  The plan provisions on which the denial was based  An independent third-party review, if required by state will be identified  Your right to bring a civil action under Section 502(a) of ERISA
Step 3:		
How to proceed if necessary	The decision on your appeal is final. As a result, John Hancock will not review your matter again, unless new facts are presented. You have a right to bring a civil action.	The decision on your appeal is final. As a result, John Hancock will not review your matter again, unless new facts are presented. You have a right to bring a civil action.

# Your rights under ERISA

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 plan participants shall be 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 insurance contracts and collective bargaining agreements, 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 Employee Benefits Security Administration.
- 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 summary plan
  description (SPD). The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

## Prudent actions by plan fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the persons who are responsible for the operation of the employee benefit 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 your employer, 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 a welfare benefit is denied or ignored in whole or in part, you have the 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 administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or 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 to be frivolous.

## **Assistance with your questions**

If you have any 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 write to:

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

# **HIPAA** privacy rights

The Notice of Privacy Practices for the Verizon Health Plans is included in its entirety in your medical SPD. Because the long-term care benefit is fully-insured, you should contact John Hancock for a copy of its Notice of Privacy Practices.

#### Administrative information

Administrative information about the Plan is provided in this section.

## Important telephone numbers

You can connect to the Verizon Benefits Center and other Verizon benefit providers by calling 855.4vz.bens (855.489.2367).

## Plan sponsor/employer

The Plan sponsor/employer is:

Verizon Communications Inc. One Verizon Way Basking Ridge, NJ 07920

## Plan administrator

The Plan administrator is The Verizon Employee Benefits Committee (VEBC) and/or the Chairperson of the VEBC.

c/o Verizon Benefits Center P.O. Box 8998 Norfolk, VA 23501-8998 855.4vz.bens (855.489.2367)

Follow the instructions to reach the Verizon Benefits Center. You may communicate to the Plan administrator in writing at the address above. But, for questions about Plan benefits, you should contact the Long-Term Care Customer Service Center at John Hancock. John Hancock Life

Insurance Company (U.S.A.) administers enrollment and handles participant questions, requests and certain benefits claims, but is not the Plan administrator. Claims relating to eligibility under the Plan are administered by John Hancock. Claims relating to the scope and amount of benefits under the Plan also are administered by John Hancock. The Plan administrator or a person designated by the administrator has the full and final discretionary authority to publish the Plan document and benefit Plan communications, to prepare reports and make filings for the Plan and to otherwise oversee the administration of the Plan. However, most of your day-to-day questions can be answered by the Long-Term Care Customer Service Center at John Hancock.

Do not send any eligibility or benefit claims to the Plan administrator or to the Verizon legal department. Instead, submit them to the claims administrator for the Plan (see the "Additional information" section for more information).

## Claims and appeals administrator

The claims administrator has the authority to make final determinations regarding claims for benefits. The claims administrator is authorized to determine eligibility for benefits and interpret the terms of the Plan in its sole discretion, and all decisions by the claims administrator are final and binding on all parties.

There is one claims and appeals administrator for the Plan.

## John Hancock Life Insurance Company (U.S.A.) (John Hancock)

John Hancock is the claims administrator responsible for enrollment and eligibility to participate in the plan claims, as well as authorizing benefit payments, considering appeals, resolving questions, obtaining records, filing reports and the distribution of information to Plan participants. John Hancock can be reached at the following address:

John Hancock Life Insurance Company (U.S.A.) Group Long-Term Care, Division B-6 P.O. Box 111 Boston, MA 02117 800.231.6969

## Plan funding

The Plan is insured fully through John Hancock Life Insurance Company (U.S.A.) (John Hancock). Employees pay premiums to the insurance company for coverage.

#### Plan identification

Long-term care coverage is provided through the Verizon Associate Long-Term Care Plan for New York and New England Associates, including the Other Plan Provisions of Verizon Plans Covering New York and New England Associates. It is a welfare plan, listed with the Department of Labor under two numbers: The Employer Identification Number (EIN) is 23-2259884 and the Plan Number (PN) is 585.

## Plan year

Plan records are kept on a Plan-year basis, which is the same as the calendar-year basis.

## Agent for service of legal process

The agent for service of legal process is the Plan administrator. Legal process must be served in writing to the Plan administrator at the address stated above for the Plan administrator.

In addition, a copy of the legal process involving this Plan must be delivered to:

Verizon Legal Department Employee Benefits Group Verizon Communications Inc. One Verizon Way Basking Ridge, NJ 07920

## Official plan document

This SPD is a summary of the official Plan documents.

## **Collective bargaining agreements**

The terms of your benefits may also be governed by a collective bargaining agreement between Verizon and your union. You and your beneficiaries may review the collective bargaining agreement at your location you also can request a copy by writing to the Plan administrator.

## **Participating companies**

Since benefits were frozen as of January 1, 2012, the participating companies were the companies that participated in the Plan as of January 1, 2012 and were communicated in the SPD at that time. If you need information on whether a particular company was a participating company, please contact the Verizon Benefits Center.

# Verizon's rights

## Verizon's right of recovery

If, for some reason, a benefit is paid that is larger than the amount allowed by the Plan, the Plan has a right to recover the excess amount from the person or agency that received or holds this benefit. This excess amount is subject to a constructive trust in favor of the Plan. The person receiving or holding Plan benefits must produce any instruments or papers necessary to ensure this right of recovery.

## Verizon's right to use your Social Security Number for administration of benefits

Verizon retains the right to use your Social Security Number for benefit administration purposes, including tax reporting. If a state law restricts the use of Social Security Numbers for benefit administration purposes, Verizon generally takes the position that ERISA preempts such state laws.

## Disclaimer

Your eligibility for benefits is determined by this SPD. John Hancock has full discretionary authority to interpret the terms of the Plan summarized in this document and determine your eligibility for benefits under the Plan's terms.

If this SPD conflicts with the provisions of Internal Revenue Code section 7702B, Verizon reserves the right to address the matter with John Hancock and modify the Plan to comply with Internal Revenue Code section 7702B. It is Verizon's intent that this Plan comply with the provisions of Internal Revenue Code section 7702B and related guidance.

Although Verizon presently intends to continue the plan outlined in this SPD, it reserves the right to act through its Board of Directors, most senior human resources officer or through a designee of either to amend, modify, suspend or terminate the Plan in whole or in part at any time, at its discretion, with or without advance notice to participants, for any reason, subject to applicable law and any duty to bargain collectively.

John Hancock also reserves the right to change the amount of required participant contributions for coverage under the plan at any time, with or without advance notice to participants, subject to any duty to bargain collectively.

The company may transfer the obligation to provide benefits under the Plan or a component benefit (and assets related thereto, if it desires) to another entity in connection with a business transaction, including but not limited to a sale of a business unit or a portion thereof, the sale of any assets, a spin-off transaction, an outsourcing arrangement or a joint venture.

All terms of the Plan are legally enforceable. However, this statement of benefits does not constitute a contract of employment or guarantee of any particular benefit.

As a matter of prudent business planning, Verizon is continually reviewing and evaluating various proposals for changes in its benefit plans and programs. Because of the need for confidentiality, such proposals are not evaluated below high levels of management. Verizon employees below such levels do not know whether Verizon will or will not adopt any future changes and/or new benefit plans and programs. Unless and until Verizon formally announces such changes, no one is authorized to give assurances that such changes will or will not occur.

## **Terms to know**

## Adult day care center

An organization:

- which provides a program of adult day care that is established and operated in accordance with state law:
- · whose staff includes:
  - o a full-time director
  - o one or more RNs in attendance at least four hours a day during operating hours
  - o a registered dietitian
  - o a licensed physical therapist, and
  - o a licensed speech therapist;
- which operates at least five days a week and operates a minimum of six hours and a maximum of 12 hours daily;
- which maintains a written record of medical services given to each client, and
- which has established procedures for obtaining appropriate aid in the event of a medical emergency.

#### **Custodial care**

Custodial care is care administered primarily for the purpose of assistance in the activities of daily living, such as bathing or eating. This type of care can be provided by someone without medical skills or training. However, it must be provided under the orders of a physician and be supervised by a registered nurse (RN) or licensed practical nurse (LPN). It also is the most common form of long-term care, and generally is not covered by Medicare or by the Verizon-sponsored Medical Plans.

#### **Full-time associate**

A full-time associate is an employee who is regularly scheduled to work 25 or more hours per week. In addition, the definition of a full-time associate includes job-sharing employees who are regularly scheduled to work at least 40 percent of a regular full-time employee's hours.

## Home health care services

Includes only the following services:

- Part-time, regular or intermittent home nursing care. A RN or LPN must provide the care.
- Part-time regular or intermittent services provided by a Home Health Aide. The services must consist primarily of caring for the patient.
- Physical, respiratory, occupational, or speech therapy. Therapy must be provided by a therapist who practices within the scope of his or her license.
- Nutrition counseling provided by or under the supervision of a registered dietician.
- Services provided by an RN, physician's assistant or medical social worker in the evaluation of the need for and the development of a Home Health Care Plan. These services must be approved or requested by the attending physician.

## **Nursing home care**

The following levels of care provided by a Nursing Home: Skilled Nursing Care; Intermediate Nursing Care; or Custodial Nursing Care.

#### Part-time associate

A part-time associate is an employee who is regularly scheduled to work fewer than 25 hours per week, other than an employee who has been continuously employed since December 31, 1980 and other than a job-sharing employee who is considered a full-time associate.

## Participating company

Verizon or any corporation or partnership that is an affiliate of Verizon that has elected to participate in the Verizon Associate Long-Term Care Plan for New York and New England Associates.

## **Pre-existing condition**

Any sickness or physical condition for which an expense was incurred or for which medical advice or treatment was recommended or received within six months prior to the date your coverage takes effect.

## **Qualified nursing facility**

A nursing home that is licensed to provide at least one of the following:

- Skilled nursing care
- · Intermediate nursing care
- Custodial care

## Reduced paid-up coverage

When you continuously have paid premiums for 10 years or more and choose to stop making premium payments, you still are eligible to receive between 30 percent and 75 percent (depending on the length of time you paid the premiums—see the "Special Features of the Plan" section under "Your Coverage") of your original daily maximum benefit and lifetime maximum benefit if you later qualify to receive long-term care benefits.

## Respite care

Short-term care that provides temporary relief to a family member or other informal caregiver.

## **Spouse**

Your spouse is a husband or wife, pursuant to a legal union, under the laws of the state in which you live.