

CenturyLink Group Life Insurance Plan

SUMMARY PLAN DESCRIPTION for Legacy Qwest Pre -1991 Retirees (Management and Represented)

**CenturyLink
Effective January 1, 2019**

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INTRODUCTION

CenturyLink, Inc. (hereinafter “CenturyLink” or “Company”) is pleased to provide you with this Summary Plan Description (“SPD”). This SPD presents an overview of Legacy Qwest Pre-1991 (“Pre-91”) Retiree Life Insurance Benefits under the CenturyLink Retiree Life Insurance Plan (for purposes of this document, also called the “Plan”). This SPD is only for Legacy Qwest Pre-91 Retirees.

The effective date of this revised SPD is January 1, 2019. Initially, the effective date for Legacy Qwest Pre-91 Retiree Life Insurance Benefits was January 1, 1991. If you are a Covered Person in this Plan on or after January 1, 2019, this SPD supersedes and replaces, in its entirety, any other SPD describing life insurance Benefits for which you may be eligible. This SPD, together with other plan documents (such as the Plan Document, the Summary of Material Modifications (SMMs) and materials you receive at Annual Enrollment) briefly describe your Benefits as well as rights and responsibilities, under the CenturyLink Retiree Life Insurance Plan. This SPD is intended to accurately reflect the provisions of the Group Retiree Life Insurance policy that underwrite the CenturyLink Retiree Life Insurance Plan.

With respect to a Dual Retiree, in the event you are a retiree from a legacy CenturyLink company and were rehired by a legacy CenturyLink company, and later re-retired again from a legacy CenturyLink company, please refer to Your Retiree SPDs or Departing Employee Guide for those legacy companies for further information.

Since this is only a summary of the policy, it does not cover all details found in the group policy. In the event of any discrepancy between this SPD and the official Plan Document, the group insurance policy shall govern.

The Retiree Life plan as described in this SPD is a part of your total retirement package from CenturyLink. You are encouraged to review this information carefully and keep it for future reference.

January 1, 2019 is the date changes were most recently made to the coverage available under the Plan.

Questions regarding your Retiree Life insurance benefits should be directed to the following:

CenturyLink Service Center at 1-800-729-7526

However, you may also contact the Plan Administrator, the CenturyLink Employee Benefits Committee (EBC) directly. You may contact the EBC at:

CenturyLink, Inc.
Human Resources
214 East 24th Street
Vancouver, WA 98663

Reserved Rights

CenturyLink reserves the right to amend, change or terminate the Plan and any of the Benefits provided under the Plan – with respect to all classes of Covered Person, retired or otherwise --- without prior notice to or consultation with any Covered Person, subject only to applicable laws and if applicable, collective bargaining agreements or other written applicable agreements.

The Plan Administrator has the right and discretion to determine all matters of fact or interpretation relative to the administration of the benefit options — including questions of eligibility, interpretations of the Plan’s provisions and any other matter. The decisions of the Plan Administrator and any other person or group to whom such discretion has been delegated, including the Claims Administrator (the Insurer), shall be conclusive and binding on all persons. More information about the Plan Administrator and the Claims Administrator can be found in the Appendix of this SPD.

The Plan is maintained with respect to the Company’s Represented Employees pursuant to collective bargaining agreements. A copy of the current collective bargaining agreements is available from the Human Resource Labor Relations Department or by contacting your union directly.

No Company Employee or service Providers hired by CenturyLink can be responsible for advising you on the tax effects of your participation in the Plan as described in this SPD. Because tax laws are constantly changing, you should consult a tax advisor if you have questions about how participation in any Company plans will affect your personal tax situation.

How to Use this Document

This SPD is provided to explain how the Plans work. It describes your Benefits and rights as well as your obligations under the Plan. It is important for you to understand that because this SPD is only a summary, it cannot cover all of the details of the Plans or how the rules will apply to every person in every situation. All of the specific rules governing the Plan are contained in the Plan Document and underlying group insurance policy. You and your beneficiaries may examine the Plan Document and insurance policy, other documents relating to the Plan during regular business hours or by appointment at a mutually convenient time in the office of the Plan Administrator. For additional information, refer to *Statement of ERISA Rights*.

Capitalized terms are defined in the “*Glossary*” section and throughout this SPD. All uses of “we,” “us,” and “our” in this document, are references to the Claims Administrator or CenturyLink. References to “you” and “your” are references to people who are Covered Persons as the term is defined in the “*Glossary*”.

You are encouraged to read and keep all SPDs and any attachments (summary of material modifications (“SMMs”), amendments, and addendums) for future reference.

What is an SPD?

This SPD is designed to provide you with a summary and general description, in non-technical language, of the Life insurance benefits and coverages available under the Plan, without describing all the details set forth in the Plan Document. Other important details can be found in the Plan Document. This SPD is not the Plan Document. The legal rights and obligations of any person having any interest in the Plan are determined solely by the provisions of the Plan Document. If any of the terms of the Plan Document are in conflict with the contents of the SPD, the Plan Document and insurance policy will always govern. The Plan Document and this SPD supersede any and all prior documents you may have been provided regarding your benefits under the Plan.

LIFE INSURANCE PLANS

The CenturyLink Life Plans provide a wide range of coverage in the event of death.

- The **Basic Life Insurance Benefit** under the Life Plan pays benefits in the form of a lump sum payment to your beneficiary(ies) if you die while covered.
- The **Supplemental Life Insurance Benefit** allowed you to buy additional coverage under the Life Plan for yourself and Your Dependents prior to your retirement.

For assistance in understanding terminology associated with the administration of your benefit plans, please refer to the "*Glossary*".

COMMON FEATURES OF THE LIFE PLANS

Eligibility

You are eligible for Retiree Life Insurance Benefits the first of the month following your retirement, provided you are eligible for Retiree Benefits according to the Plan provisions as determined by the Company. (Typically, if you were a former employee (Management and Represented Employees) who retired under either the U S West Management Pension Plan or the U S West Pension Plan prior to January 1, 1991 (aka Pre-91 Retirees) and who were enrolled in one of the Predecessor Companies Life Insurance Plans at the time of your retirement.)

Predecessor Companies

The following companies are the Predecessor Companies:

- USWC Central (Mountain Bell)
- USWC Eastern (Northwestern Bell)
- USWC Western (Pacific Northwest Bell)
- US WEST Direct
- US WEST Enterprises
- US WEST Business Resources, Inc.
- US WEST Corporate Communications, Inc.
- US WEST non-regulated companies

If you are a covered member under the Plan, your rights and Benefits are determined by the provisions of the Plan and its related Group Life Insurance Policy and this SPD. The Plan and this SPD outline what you must do to be covered and explains how to file claims. This SPD is your certificate while you are eligible to be insured.

The CenturyLink Group Life Insurance Plan provides Pre-91 Retirees with two Group Life Insurance programs:

- Basic Life Insurance.
- Supplemental Life Insurance.

Note: As an active Employee, the Company provided you with Basic Life Insurance coverage (paid by the Company) plus the opportunity to purchase additional Supplemental Life Insurance coverage and Dependent Life Insurance coverage. At retirement, you had limited rights to continue your Basic and Supplemental Life Insurance coverage. Any Dependent Life Insurance and Accidental Death and Dismemberment Insurance coverage (AD&D) ceased upon your retirement.

Your Beneficiary

Your beneficiary is the person you choose to receive survivor benefits in the event of your death. You may name any person(s), your estate, almost any organization or a trust as the beneficiary(ies) under your CenturyLink Life Insurance Plan (the "Life Plan"). You may name one beneficiary or divide the benefit among multiple beneficiaries. If you name multiple beneficiaries, you must specify the percentage each beneficiary will receive. You also may name different beneficiary(ies) for each Plan.

It is important to specify your beneficiary(ies) designation clearly when you enroll. In the event that a beneficiary is named for one coverage but not the others, **the named beneficiary will apply to all coverages.**

If no beneficiary is alive on the date of your death or you have not elected a beneficiary, the benefit will be paid as follows:

1. to your spouse or domestic partner, if living; or
2. if there is no surviving spouse or domestic partner, to your surviving children in equal shares; or
3. if there is no surviving spouse or domestic partner or children, to your surviving parents in equal shares; or
4. if there is no surviving spouse or domestic partner, children or parents, to your surviving brothers and sisters in equal shares; or
5. if there is no surviving spouse or domestic partner, children, parents, brothers or sisters, to your surviving grandparents in equal shares;
6. if none of the above, to your estate.

Please confirm that you have designated beneficiaries for all of your life insurance plans by going to www.centurylinkhealthandlife.com or calling the **CenturyLink Service Center at 1-800-729-7526**. **CenturyLink Service Center is the recordkeeper of beneficiary designations.** If there is no beneficiary designation on file upon your death, any eligible amount will be payable according to the plan rules and may not be whom you intended to receive the benefit. In addition, naming a beneficiary and having all the information on file may expedite the claim processing.

Important Note About Naming Minor Children: If you name your minor child(ren) as beneficiary(ies), please be advised that the Plan will be unable to pay benefits to them until the earlier of:

1. The date your child(ren) reach the age of majority (usually age 18 or 21), depending on applicable state); or
2. The date a legal guardian of the minors' estate has been appointed by a court. This can be a costly process, and state laws may limit who may be named as guardian of an estate.

When Coverage Begins

Coverage for Retiree Basic Life and Supplemental Life insurance coverage, (if you were enrolled prior to your retirement for Supplemental Life), normally begins coincident with the first of the month following your retirement.

What Coverage Costs

The CenturyLink Retiree Basic Life is an insured plan and the cost of coverage is based on premium charged by the insurance company, which is employer paid.

The CenturyLink Retiree Supplemental Life Benefit Plan for You is an insured plan based on your age) and the amount of coverage you elected prior to your retirement for Retiree Supplemental Life, which is based on the Retiree Supplemental Life rates charged by the insurance carrier and not the Active Employee Supplemental Life rates you previously paid as an Active Employee. This plan is entirely paid by the retiree.

Your Retiree Supplemental Life premiums will increase the first of the year following your birthday or when the age change causes you to move to a higher set of age band rates.

The CenturyLink Service Center can provide you with information about the costs of your Retiree Supplemental Life coverage when you retire.

Income Taxes on the Value of Your Life Insurance

Company Paid Group Term Life coverage up to \$50,000 is a tax-free benefit to retirees. Company Paid Life insurance coverage greater than \$50,000 is considered taxable income by the Internal Revenue Service (IRS). A W-2 form will be mailed to you each year.

The "cost" included in your gross income is not the actual premium paid by the Company for the insurance coverage. Instead, it is an amount computed under a Uniform Premium Table published by the IRS.

Please contact the CenturyLink Service Center should you have any questions or how to avoid imputed income, such as designating a charitable organization for your Life Insurance beneficiary.

How To File a Claim

A claim must be filed to receive benefits from the CenturyLink Life insurance plans.

Claims for Retiree Basic or Supplemental Life Insurance Benefits

When there has been the death of an insured person, notify the CenturyLink Service Center by calling 1-800-729-7526. For the purpose of this section, the CenturyLink Service Center is the party designated by the Policyholder to maintain certain records needed to administer the insurance provided under the Life Plans. This notice should be given to the CenturyLink Service Center as soon as is reasonably possible after the death. The CenturyLink Service Center will notify MetLife and a claim form will be sent to the beneficiary or beneficiaries of record.

The beneficiary or beneficiaries should complete the claim form and send it and Proof of the death to MetLife as instructed on the claim form. When MetLife receives the claim form and Proof, MetLife will review the claim and, if approved, they will pay benefits subject to the terms and provisions of the Life Plan. The benefit amount may be reduced by the amount of any due and unpaid contributions to premium outstanding at the time payment is made. It may be further reduced for any life amounts paid to You under the Accelerated Benefit Option as a result of a terminal illness.

Recovery of Payments

If your benefit is overpaid for any reason, the Plans have the right to recover the excess amount from the person or organization receiving benefits. The Plans reserve the right to recover any amounts due under these provisions by any means and your participation in the Plans means that you understand this right of recovery.

Benefits Assignment

The right to receive benefits under the Retiree Basic Life and Supplemental Life insurance plans is assignable to any other party.

Release of Medical or Confidential Information

By accepting benefits from the life insurance Plans, you authorize the Plan Administrator or insurance carrier to examine any medical records needed to process evidence of insurability, if applicable, and/or claims or appeals.

Information will be kept confidential whenever possible. Under certain circumstances this information may be disclosed to other parties with your or your beneficiary's authorization or as required by state or federal law. Please keep in mind that it is very important for you to follow the Plans' procedures, as summarized in this SPD, in order to obtain Plan Benefits and to help keep your personal confidential information private and protected. For example, contacting someone at the Company other than the Claims Administrator or Plan Administrator (or their duly authorized delegates) in order to try to get a Benefit claim issue resolved is not following the Plan's procedures. If you do not follow the Plan's procedures for claiming a Benefit or resolving an issue involving Plan Benefits, there is no guarantee that the Plan Benefits for which you may be eligible will be paid to you on a timely basis, or paid at all, and there can be no guarantee that your personal confidential information will remain private and protected.

When Coverage Ends

Generally, your coverage under the life insurance plans cease when you are no longer an eligible participant, CenturyLink no longer offers Retiree Basic and Supplemental Life, or you are rehired as a full-time active employee.

Converting to Individual Insurance

If for any reason your Retiree Basic or Supplemental (including Dependent Supplemental) Life coverage ends, You may request the Life Insurance carrier to convert your coverage to an individual policy. For You to convert, MetLife must receive a completed conversion application form from You within 31 days after the date Your Life Insurance ends or is reduced.

The individual converted life insurance policy will be issued in a policy format customarily issued by the insurance carrier at the time and rate for your class of risk and age. You must pay the full cost. The cost, terms and benefits of conversion policies differ substantially from those of the CenturyLink Life Plans.

If You die within 31 days of the date Portability Eligible Life Insurance ends and an application to Port is not received by MetLife during such period, MetLife will determine whether Your life insurance qualifies for payment. This determination will be made in accordance with MetLife's Life Insurance **Conversion** Option for You.

Interpretation of the Plans

The CenturyLink Employee Benefits Committee, the Plan Administrator, has the discretion and authority to interpret, resolve ambiguities, control and manage the operation and administration of the Plans. The Plan Administrator has delegated to third party claims administrators, the insurance carrier its discretionary authority to make all final determinations regarding claims for benefits under the Plans. This discretionary authority includes, but is not limited to, the determination of eligibility for benefits, based upon enrollment information provided by the Company, and the amount of any benefits due, and to construe interpret and resolve ambiguities relative to the terms of the Plans.

Any decision made by the third party claims administrator (the insurance carrier) in the exercise of this delegated discretion and authority, including review of denials of benefit, is conclusive and binding on all parties. Any court reviewing determinations by the third party claims administrator (the insurance carrier) shall uphold such determination unless the claimant proves the determinations are arbitrary and capricious.

RETIREE BASIC AND SUPPLEMENTAL LIFE INSURANCE

The following section highlights how much the Plan can pay your designated beneficiary or beneficiaries in the event of your death. The first of the month following your retirement date, your Life Insurance Benefit changes as outlined below.

Basic Life Insurance Coverage

The Company provides a Basic Life Insurance Benefit equal to ten thousand dollars (\$10,000).

Supplemental Life Insurance Coverage

If you were enrolled in Supplemental Life coverage at the time of your retirement, you pay monthly premiums to continue this additional coverage. Supplemental Life Insurance can provide coverage equal to the amount you had at your retirement (1-5 times your Basic Life amount* as an Active Employee (see example below). Your Supplemental Life coverage will end at the end of the month you reach your limiting age. (See *Plan Participation and Costs* section for more details on the limiting age.)

***Active Basic Life based on Annual Pay**

Annual pay means your annual rate of pay determined on your retirement date which includes certain bonuses, commissions, special payments, and merit awards received within the prior 12 months of your retirement date, but excluding other types of compensation such as differentials, overtime, and special allowances, all as determined by the Company, rounded to the next higher \$1,000.

Note: As an active Employee you were eligible to enroll for Supplemental Life Insurance coverage. If you retired before age 65 and had purchased Supplemental Life Insurance coverage prior to retiring, your Supplemental Life Insurance coverage will continue to age 65 provided you continue to timely pay your monthly premium contributions. *You cannot purchase Supplemental Life Insurance after you retire.*

Supplemental Life Insurance coverage terminates at age 65 and will stop automatically at the end of the month in which you have your 65th birthday. If you retired after age 65, Supplemental Life Insurance coverage ended at the end of the month in which you retired. (See “When Coverage Ends” for more information.)

Example: The following is an example of the Life Insurance Benefits a retired Employee would have, who had Active Basic Life Insurance of \$25,000 and Supplemental Life Insurance (enrolled for five times coverage).

Retiree Life Insurance Coverage (Basic and Supplemental) Example

Active Basic Life Coverage	Retiree Basic Life Coverage	Supplemental Coverage	Total Retiree Coverage
		(5 x coverage)	
\$25,000	\$10,000	\$125,000	\$135,000

Cost of Coverage

Except to the extent a collective bargaining agreement provides otherwise, the cost of Retiree Basic Life coverage for eligible retirees described in this SPD is currently paid by the Company

The Retiree Supplemental Life Plan is an insured plan, which means that the cost of coverage is based on the premium charged by the insurance carrier. You pay the cost of coverage. The cost of your coverage is based on your age and the amount of life insurance you selected. If your age bracket changes, your Retiree Supplemental Life Insurance premium will increase effective the first of the year after your birthday occurs.

The CenturyLink Service Center can provide you with a current schedule of costs for Retiree Supplemental Life Insurance.

Premium Payments for Supplemental Life Insurance Coverage

Below are your monthly premium payment options:

- Automatic Direct Debit—payment is automatically deducted from your checking or savings account
- Online Bill Payment Service—payment is made from an online payment service you choose
- Pay Now Method—payment is paid by using your bank account
- Direct Bill—payment is made sending a monthly invoice
- Pension check—payment is deducted from your pension payment
 - Note: Pension check deductions are a month in arrears; for example, an October 1 pension payment is for premium for the month of September.

Length of Coverage

The Company maintains \$10,000 of Basic Life Insurance coverage during your retirement regardless of your age, subject to its reserved rights.

Supplemental Life Insurance coverage terminates at age 65 and will stop automatically at the end of the month in which you have your 65th birthday. If you retired after age 65, Supplemental Life Insurance coverage ended at the end of the month in which you retired.

You may decrease or cancel your Supplemental Life Insurance by calling the CenturyLink Service Center at 1 800-729-7526. If you decrease, cancel, or fail to timely pay your premium, you will **not** be able to re-enroll, reinstate or Convert your Supplemental Life Insurance coverage.

How the Plan Pays Benefits

Retiree Basic and Supplemental Life Insurance are payable to your beneficiaries regardless of the cause of death. Please see the section of Common Features for further information relative to beneficiary designation.

Benefits paid by the Retiree Basic and Supplemental Life Insurance Plan are normally made in a lump sum but other methods of payment can be arranged with the insurance carrier if requested. The request must be on a form approved by the insurance carrier.

ACCELERATED BENEFITS FOR BASIC AND SUPPLEMENTAL LIFE INSURANCE

Accelerated Benefit Option

If you have a qualifying medical condition (you are terminally ill, with a life expectancy of 24 months), you may be eligible to receive during your lifetime a portion of your Supplemental Life insurance paid to you as an accelerated benefit in the form of a single lump sum unless you or your legal representative selects another payment mode. The provisions for the accelerated benefit option are outlined below. Applications are available from the CenturyLink Service Center.

- **Employee Basic and Supplemental Life**

You may receive an accelerated benefit equal to 90% of your total Basic and Supplemental Life coverage, up to a combined maximum of \$500,000. The remaining amount of life insurance payable at death will be reduced by the amount of the accelerated benefit previously received. The accelerated benefit may be elected only once during your lifetime.

NOTICE AND PROOF OF CLAIM

A claim must be filed in order to receive benefits from the Retiree Basic and Supplemental Life Plan. Please notify the CenturyLink Service Center by calling 1-800-729-7526.

For the purpose of this section, the CenturyLink Service Center is the party designated by the Policyholder to maintain certain records needed to administer the insurance provided under the Life Plans. This notice should be given to the CenturyLink Service Center as soon as is reasonably possible after the death. The CenturyLink Service Center will notify MetLife and a Life Insurance Claim Packet will be mailed to Your beneficiary or beneficiaries of record. It's imperative that you confirm that the Beneficiary on record aligns with your request. The beneficiary or beneficiaries should complete the claim form and send it and Proof of the death to MetLife as instructed on the claim form. A notice of claim should be filed with the CenturyLink Service Center as soon as reasonably possible but no later than 30 days after the date of death. Additionally, proof of claim must then be provided no later than 120 days after the date of death. When MetLife receives the claim form and Proof, MetLife will review the claim and, if approved, they will pay benefits subject to the terms and provisions of the Life Plan. The benefit amount may be reduced by the amount of any due and unpaid contributions to premium outstanding at the time payments made.

If a claim is denied, you or your beneficiary has certain rights of appeal, which are described below in the "Claims Appeal Procedure" section.

CLAIMS APPEAL PROCEDURE

Appealing the Initial Determination for Life Insurance

In the event a claim has been denied in whole or in part, you or, if applicable, your beneficiary can request a review of your claim by MetLife. This request for review should be sent in writing to Group Insurance Claims Review at the address of MetLife's office which processed the claim within 60 days after you or, if applicable, your beneficiary received notice of denial of the claim. MetLife has multiple Claim offices. It is imperative you appeal to the address of the office which processed the claim. When requesting a review, please state the reason you or, if applicable, your beneficiary believe the claim was improperly denied and submit in writing any written comments, documents, records or other information you or, if applicable, your beneficiary deem appropriate. Upon your written request, MetLife will provide you free of charge with copies of relevant documents, records and other information.

MetLife will re-evaluate all the information, will conduct a full and fair review of the claim, and you or, if applicable, your beneficiary will be notified of the decision. Such notification will be provided within a reasonable period not to exceed 60 days from the date we received your request for review, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 60 additional days.

If MetLife denies the claim on appeal, MetLife will send you a final written decision that states the reason(s) why the claim you appealed is being denied, references any specific Plan provision(s) on which the denial is based, any voluntary appeal procedures offered by the Plan, and a statement of your right to bring a civil action if your claim is denied after an appeal. The policy under which you filed a claim has a provision, which states, in part, that no lawsuit or legal action shall be brought to recover on the policy after the expiration of three years from the time proof of loss is required.

Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

ADDITIONAL SERVICES PROVIDED BY METLIFE

The following Estate Resolution Services are provided at no additional cost to individuals insured for Group Supplemental Life Insurance coverage as described herein.

THE FOLLOWING APPLIES TO RESIDENTS OF ALL STATES OTHER THAN TEXAS

Will Preparation Service

If You elect Group Supplemental Life Insurance coverage, a Will Preparation Service (the "Service") will be made available to You, through a MetLife affiliate (the "Affiliate"), while Your Group Supplemental Life Insurance coverage is in effect. This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate. This service is offered by Hyatt Legal Plans, Inc., a MetLife company in Cleveland, Ohio. In certain states, legal services benefits are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and Affiliates, Warwick, Rhode Island. If you would like to speak with a representative from Hyatt Legal Plans, Inc. or get the name of a Plan Attorney that you can speak with about this service, please call 1-800-821-6400.

Probate Service

If You become insured for Group Supplemental Life Insurance coverage and die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate, through a MetLife affiliate ("Affiliate").

The Benefit provides for certain probate services to be made available upon Your death, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, Your estate must pay for those attorney's services directly. Upon Proof of such payment, Your estate will be reimbursed for the attorney's services in an amount equal to the lesser of the amount Your estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate. This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends. Please call Hyatt Legal Plans, Inc. at 1-800-821-6400.

Grief Counseling and Funeral Assistance Services

Your MetLife Group Term Life Insurance coverage through CenturyLink includes Grief Counseling Services, which is provided through LifeWorks US Inc. for you, your

dependents and your beneficiaries at no extra cost. It is valuable, confidential support that can provide the comfort and guidance you need at the most difficult of times, such as death of a loved one, divorce, receiving a serious medical diagnosis, or losing a pet.

Funeral Assistance services are provided through LifeWorks US Inc. for you, your dependents and your beneficiaries at no extra cost. Through private sessions, counselors can help you, your loved ones and your beneficiaries with customizing funeral arrangements. They can provide referrals and provide helpful information, like:

- Nearby Funeral Homes and Cemetery options
- Funeral cost estimates from local providers
- Other service providers, such as florists, caterers and hotels
- Back-up care for children or elderly
- Notifying the Social Security Administration, banks, and utilities
- Local Support Groups

LifeWorks US Inc. is not an affiliate of MetLife and the services LifeWorks provides are separate and apart from the insurance. LifeWorks has a nationwide network of over 30,000 counselors. Counselors have master's or doctoral degrees and are licensed professionals.

Simply call the dedicated 24/7 toll-free number, 1-888-319-7819, to speak with a professional counselor experienced in helping people who have suffered a loss. You, your dependents, and your beneficiaries can have up to five (5) confidential counseling sessions per event. Sessions can either take place in-person, because meeting face-to-face may provide a personalized experience if you so desire, or by phone if you prefer. The choice is yours depending upon your preference.

If further assistance is desired, the counselor will help you access services that are appropriate to your situation, preferences, finances, and health insurance coverage.

You can also log on to <https://metlifegc.lifeworks.com> (username: metlifeassist; password: support) to contact a counselor or access helpful grief-related information and resources.

IMPORTANT INFORMATION ABOUT THE PLANS

The Life Insurance Plan are subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Statement of ERISA Rights

The Employee Retirement Income Security Act of 1974 (ERISA) affords you with certain legal protection under the plans the Company provides.

As a participant in the Life Insurance Plan component of the CenturyLink Welfare Benefits Plan No. 513, certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA) provides that all plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator office and other specified locations, such as work sites, and union halls, all documents governing the plan including insurance contracts, 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. The Plan Administrator may make a reasonable charge for copies.
- Receive a summary of the Plan's annual financial reports. The plan administrator is required by law to furnish each participant with a copy of this annual summary report.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate your plans, called "fiduciaries," have a duty to do so prudently and in the sole 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.

If your claim for a welfare benefit 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 materials 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 your claim for benefits 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 plans' 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.

If you have any questions about the Plan(s), you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits 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 publication's hotline of the Employee Benefits Security Administration.

Plan Amendments

The Company reserves the right at any time, to terminate, modify or amend, in whole or in part, any or all of the provisions of the plans.

Solely with respect to a Participant who is a Legacy Qwest Post-1990 Management Retiree, for a period of five years, from April 1, 2012 and ending March 31, 2017, the Company will make no changes to the \$10,000 Benefit during this 5 year period; the Company retains its rights to amend the \$10,000 Benefit with respect to a Participant who is a Legacy Qwest Post-1990 Management Retiree, in any way, at any time effective on or after April 1, 2017. Except as specifically provided in the prior sentence concerning the \$10,000 Benefit for a Legacy Qwest Post-1990 Management Retiree, this provision does not limit, restrict or alter the ability of the Company, in any way, to amend, change or modify the plan design of the Life Plan with respect to Legacy Qwest Post-1990 Management Retiree Participants. This provision does not limit, restrict or alter the ability of the Company, in any way, to amend, change or modify or terminate the plan design or Benefits for any other eligible Participants.

Interpretation of the Plan

The Plan Administrator has authority to control and manage the operation and administration of the plans. However, the plan administrator has delegated to the group sponsored life insurance carrier its entire discretionary authority to make all final determinations regarding claims for benefits under the benefit plan insured by this policy. This discretionary authority includes, but is not limited to, the determination of eligibility for benefits, based upon enrollment information provided by the policyholder, and the amount of any benefits due, and to construe the terms of this policy.

Any decision made by the group sponsored life insurance carrier in the exercise of this authority, including review of denials of benefit, is conclusive and binding on all parties. Any court reviewing the group sponsored life insurance carrier determinations shall uphold such determination unless the claimant proves the determinations are arbitrary and capricious.

Plan Name and Type

The name of the Plan in which this SPD summarizes the benefits is outlined below. This Plan is a component of the CenturyLink Group Welfare Benefits Plan 513, which is an umbrella Section 125 cafeteria plan. Components of this Plan summarized here include the following:

The CenturyLink Life Insurance Plan which offers the following benefits and coverage:

- Retiree Basic Life
- Retiree Supplemental Life

Plan Financing and Administration

- Plan Year: January 1 through December 31.
- Plan Financing: The Plan is financed on a fully insured basis. The insurance premiums paid under the Plan may be funded through one or more of the following: employer general assets, employee contributions or, if applicable, a Voluntary Employee Beneficiary Association (VEBA) trust.

Administration Type: The Life Plan is administered by third party claims administrator – insurance carrier operating under group policy.

Plan Sponsor

CenturyLink, Inc.
c/o Human Resources
214 East 24th Street
Vancouver, WA 98663

Employer Identification Number: 72-0651161

Plan Administrator and Agent for Service of Legal Process

The CenturyLink Employee Benefits Committee
c/o
CenturyLink, Inc.,
Human Resources
214 East 24th Street
Vancouver, WA 98663

Limitation on Civil Actions

You cannot bring any legal proceeding or action against the Plan, the Plan Administrator, claims administrator or the Company unless you first complete all the steps in the claims and appeal process described in this SPD.

After completing that process, you can bring any legal proceedings or action against the Plan or us or the Claims Administrator within 12 months or one (1) year of the date the Claims Administrator notified you of the final decision on your appeal. No person has the right to file a civil action, proceeding or lawsuit against the Plan or any person acting with respect to the Plan, including, but not limited to, the Company, any Participating Company, the CenturyLink Employee Benefits Committee or any other fiduciary, or any third party service provider, after the expiration of three years from the time proof of loss is required.

Clerical Error

If a clerical error or other mistake occurs, however occurring, that error does not create a right to Benefits. Clerical errors include, but are not limited to, providing misinformation on eligibility or benefit coverages or entitlements or relating to information transmittal and/or communications, perfunctory or ministerial in nature, involving claims processing, record keeping. Although every effort is and will be made to administer the Plan in a fully accurate manner, any inadvertent error, misstatement or omission will be disregarded and the actual Plan provisions will be controlling. A clerical error will not void coverage to which a Participant is entitled under the terms of the Plan, nor will it continue coverage that should have ended under the terms of the Plan. When an error is found, it will be corrected or adjusted appropriately as soon as practicable. Interest shall not be payable with respect to a Benefit corrected or adjusted. It is your responsibility to confirm the accuracy of statements made by the Plans or our designees, including the Claims Administrator(s), in accordance with the terms of this SPD and other Plan documents.

Records and Information and Your Obligation to Furnish Information

At times, the Plan or the Claims Administrator may need information from you. You agree to furnish the Plan and/or the Claims Administrator with all information and proofs that are reasonably required regarding any matters pertaining to the Plan. If you do not provide this information when requested, it may delay or result in the denial of your claim.

By accepting Benefits under the Plan, you authorize and direct any person or institution that has provided services to you, to furnish the Plan or the Claims Administrator with all information or copies of records relating to the services provided to you. The Plan or the Claims Administrator has the right to request this information at any reasonable time. This applies to all Covered Persons, including Enrolled Dependents whether or not they have signed the enrollment form. The Plan agrees that such information and records will be considered confidential. We and the Claims Administrator have the right to release any and all records which are necessary to implement and administer the terms of the Plans, for appropriate medical review or quality assessment, or as we are required by law or regulation.

Circumstances That May Affect Your Plan Benefits

Under certain circumstances all or a portion of your Benefits under the Plans may be denied, reduced, suspended, terminated or otherwise affected. Many of these circumstances have been addressed elsewhere in this SPD. Such circumstances, in general, include but are not limited to:

- You are no longer in an eligible class of participants
- The Plan is amended, changed or terminated
- You attain the maximum benefit available under the Plans, such as may apply to certain Life Plan Benefits
- You misrepresent or falsify any information required under the Plans; you or your beneficiaries will not be permitted to benefit under the Plans from your own misrepresentation
- You have been overpaid a benefit and the Plans seek restitution
- Your coverage under the Plans is terminated for one of a variety of reasons, for example, failure to pay a supplemental benefit premium or to pay it on a timely basis
- Your coverage is rescinded as permitted by law.

Consequences of Falsification or Misrepresentation

Coverage for you will be terminated if you falsify or intentionally omit medical history on the application for coverage, submit fraudulent, altered or duplicate billings for personal gain, allow another party not eligible for coverage to be covered under the Plan or obtain Plan Benefits, or allow improper use of your coverage. You will not be permitted to benefit under the Plan from your own misrepresentation. If a person is found to have falsified any document in support of a claim for Benefits or coverage under the Plan, the Plan Administrator may, without anyone's consent, terminate coverage, possibly retroactively if permitted by law (called "rescission"), and may seek reimbursement for Benefits that should not have been paid out. Additionally, the Claims Administrator may refuse to honor any claim under the Plan. You are also advised that suspected incidents of this nature are turned over to Corporate Security to investigate and to address the possible consequences of such actions. You may be periodically asked to submit proof of eligibility to verify claims. All participants are required to cooperate with requests to validate eligibility.

GLOSSARY

To understand your life insurance coverage, you should be familiar with the following terms:

Beneficiary

The person or persons you name to receive your Life Insurance benefits if you die.

Converted life insurance policy

An individual policy that you may buy *without proof of good health* if your CenturyLink Life Insurance coverage ends.

Plan

Plan pertains to Life Plans.

Retiree

Retiree means you are a former Employee of your Employer and prior to retirement you were insured as an Employee. For further clarification, please refer Eligibility under the Common Features of this plan.

Dual Retiree

Dual Retiree is a former Employee of a legacy CenturyLink company that retired with a legacy CenturyLink company, was later rehired as an active employee of a legacy CenturyLink company, and later re-retired with a legacy CenturyLink company.

APPENDIX

Life Insurance Company

Metropolitan Life Insurance Company "MetLife"
200 Park Avenue
New York, New York 10166

1-800-638-6420

Group Policy No. 148069