

CenturyLink Business Travel Accident (BTA) Insurance Plan

SUMMARY PLAN DESCRIPTION For Active Employees

**CenturyLink, Inc.
Effective January 1, 2019**

CenturyLink Business Travel Accident Insurance Plan

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INTRODUCTION

CenturyLink, Inc. (hereinafter “CenturyLink” or “Company”) is pleased to provide you with this Summary Plan Description (hereinafter “Benefit Summary” or “SPD”). This SPD presents an overview of the general plan provisions, rights and responsibilities under the CenturyLink Business Travel Accident Insurance Plan (the “BTA Plan”). Collectively, this SPD might refer to this plan as “BTA” or “Plan”.

The effective date of this updated SPD is January 1, 2019. This SPD summarizes BTA survivor benefits for all active full-time non-represented and represented employees, part-time and seasonal Qwest Represented employees regardless of bargaining agreements. Otherwise, this SPD, together with other plan documents (such as the Summary of Material Modifications (SMMs) including materials you receive at Annual Enrollment) briefly describe your Benefits as well as rights and responsibilities under the Plan. **This SPD supersedes and replaces, in its entirety, any other SPD describing its provisions that you currently may possess.** This SPD is intended to accurately reflect the provisions of the CenturyLink Business Travel Accident Insurance Plan.

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 BTA Plan, as described in this SPD is a part of your total compensation from CenturyLink. You are encouraged to review this information carefully, share it with your dependents and keep it for future reference.

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

Questions regarding your BTA Plan’s 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

The Company’s Reserved Rights, Plan Changes and Plan Administrator Discretion

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 a “Covered Person” (a defined term), without prior notice to or consultation with any “Covered Person”, subject only to applicable law and if applicable, collective bargaining agreements.

The Plan Administrator has the right and discretion to determine all matters of fact or interpretation relative to the administration of the benefit—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.

This Plan is maintained in part with respect to those Company's Employees who are covered under collective bargaining agreements, if applicable. 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 Plan works. 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 Plan 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 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 of Defined Terms" 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 Person's" as the term is defined in the "Glossary of Defined Terms".

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 BTA 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 is in conflict with the contents of the SPD, the Plan Document and insurance policy will always govern.

The most recent Plan Document and SPD supersede any and all prior documents you may have been provided regarding your benefits under the Plan.

BUSINESS TRAVEL ACCIDENT INSURANCE PLAN

The CenturyLink Business Travel Accident Insurance Plan provides a wide range of coverage in the event of death or certain other serious accidental physical losses while traveling on Company business.

- The **Business Travel Accident (BTA) Plan** automatically covers you while traveling on Company business. You do not need to enroll in this plan. Your coverage is automatic.

For assistance in understanding terminology associated with the administration of your benefit plan, please refer to the “Glossary of Defined Terms” located at the back of this SPD.

COMMON FEATURES OF THE PLAN

This section provides an overview and common features of the CenturyLink BTA Plan. Specific and distinct features to the BTA Plan are listed below in separate sections.

Eligibility

You are eligible for BTA coverage described in this summary on your 1st day of active employment with the Company, if you are:

- A full-time employee working 30 or more hours per week including Qwest Represented employees;
- A part-time or seasonal Qwest Represented employee as defined in the applicable collective bargaining agreement; or
- You are employed by CenturyLink or one of our affiliated/subsidiary companies.

NOTE: Qwest Represented Employees are subject to a 30-day Eligibility Waiting Period.

You are **not** eligible for the BTA insurance benefits described in this summary if you are:

- A temporary employee, incidental employee, or full-time member of the armed forces of any country (unless the state in which you reside or a predecessor company indicates otherwise), a leased employee, an independent contractor, or an individual who is not classified by the Company as an employee, or
- An individual who is carried on the payroll of another company including but not limited to, a temporary employment service, or whom the Company has classified and/or treated as a vendor or consultant.

Dependent Eligibility

Your eligible dependents are covered if traveling with you on a Company business trip. The Claims Administrator reserves the right to require supporting financial and/or legal documentation to confirm eligibility at any time. Your eligible dependents include:

- Your legal spouse.
- Your domestic partner is defined as a person of the same or opposite sex who:
 - Shares your residence for the past 12 months (the residence requirement doesn't apply where there is an exception as permitted by the Plan Administrator as required by applicable law);
 - Is no less than 18 years of age;
 - Is financially interdependent with you and has proven such interdependence by providing proof of joint ownership;
 - Is not a blood related or any closer than would prohibit legal marriage; and
 - Provides a Certificate of Domestic Partner Registration if you reside in a state that provides such registration OR has signed jointly with you, a notarized affidavit if you reside in a state that does not provide Domestic Partner Registration.

NOTE: If you have previously submitted a Domestic Partner Affidavit that was validated and coverage provided accordingly, there is no need to submit a new Affidavit unless you have had a change in your Domestic Partner status.

- Your child(ren), up to the end of the month in which they attain age 26. Child(ren) include:
 - Your natural child(ren);
 - Your legally adopted child(ren) including child(ren) who are legally placed for adoption. In the case of a pending adoption, the effective date is the placement date in the home;
 - Foster child(ren)
 - Child(ren) of your spouse or your domestic partner (natural, legally adopted or placed for adoption or foster child(ren));
 - Child(ren) for whom you are the legal guardian or are the legal ward for grandchild(ren), nieces or nephews.
- You may cover any or all of your eligible dependents according to the rules of each plan; **however**, no one may be a dependent of more than one employee under the benefit plans.
- A child dependent on the other parent is considered an eligible Dependent. The proportion of the Child's support that the Insured provides does not affect the child's eligibility for coverage.
- A Dependent may also include any person related to the Insured by blood or marriage and for whom the Insured is allowed a deduction under the Internal Revenue Code.
- Insurance will continue for any Dependent child who reaches the age limit and continues to meet the following conditions:
 - 1) the child is handicapped;
 - 2) the child is not capable of self-support; or
 - 3) the child depends mainly on the Insured for support and maintenance.
- The Insured must give the insurer proof that the child meets these conditions, when requested. The insurer will not ask for proof more than once a year.

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 and AD&D Insurance Plans (the “Life Plan”) and the CenturyLink Business Travel Accident Insurance Plan (the “BTA 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 your Life and AD&D. Enrollment in the BTA plan is automatic. 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 child(ren) in equal shares; or
3. if there is no surviving spouse or domestic partner or child(ren), to your surviving parents in equal shares; or
4. if there is no surviving spouse or domestic partner, child(ren) or parents, to your surviving brothers and sisters in equal shares; or
5. 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 centurylink.com/healthandlife 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

If you are a Full-time employee, you are automatically enrolled in your Business Travel Accident (BTA) coverage effective your date of hire unless you are a Qwest Represented full-time, part-time, or seasonal employee (your coverage is effective on Day 31). If you are a Part-Time Non-Represented employee and transitioned to Full-Time Non-Represented employment with CenturyLink, your Business Travel Accident (BTA) coverage is effective on your first day of full-time employment.

What Coverage Costs

The CenturyLink BTA is an insured plan and the cost of coverage is based on premium charged by the insurance company, which is paid by the Company.

How To File a Claim

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

Claims for Business Travel Accident

When there has been an accidental dismemberment claim or a death due to an accidental injury while traveling on a Company business trip, You or your beneficiary must 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 this Plan.

Notice of a claim should be given to the CenturyLink Service Center as soon as is reasonably possible after a business-related accident. The CenturyLink Service Center will notify CenturyLink's BTA insurance company and a claim form will be sent to You or the beneficiary or beneficiaries of record. You or the beneficiary or beneficiaries should complete the claim form and send it along with Proof of an accidental dismemberment claim or a death to CenturyLink's BTA insurance company as instructed on the claim form. When CenturyLink's BTA insurance company receives the claim form and Proof, CenturyLink's BTA insurance company will review the claim and, if approved, they will pay benefits subject to the terms and provisions of the BTA Plan.

If a claim is denied, you or your beneficiary has certain rights of appeal, which are described in the "Important Information About the Plans" section.

Recovery of Payments

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

Benefits Assignment

At the request of the Insured or his or her parent or guardian, if the Insured is a minor, medical benefits may be paid to the provider of service. Any payment made in good faith will end the insurer's liability to the extent of the payment.

Release of Medical or Confidential Information

By accepting benefits from the Plan, you authorize the Plan Administrator or insurance carrier to examine any medical records needed to process 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 Plan's 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 or your beneficiary 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

Your insurance will end on the earliest of:

- 1) The Plan terminates;
- 2) The Insured is no longer eligible; or
- 3) The period ends for which premium is paid.

For Your Dependents, their insurance will end on the earliest of:

- 1) He or she is no longer a Dependent;
- 2) The Insured's coverage ends; or
- 3) The period ends for which premium is paid.

Interpretation of the Plan

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 Plan. The Plan Administrator has delegated to a third party claims administrator, the insurance carrier, its discretionary authority to make all final determinations regarding claims for benefits under the Plan. 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 Plan.

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.

Business Travel Accident (BTA) insurance protects you 24 hours a day, while traveling on Company business anywhere in the world. Coverage is automatic for all eligible employees. BTA benefits are in addition to any benefits payable under other Company survivor protection plans.

Amount of Coverage

The Business Travel Accident coverage equals three (3) times your annual salary, as described below, rounded up to the next higher \$1,000. The maximum benefit payable by the BTA Plan is \$500,000.

Annual Salary

The BTA Plan uses your annual eligible pay including your target incentive (short term incentive pay) if eligible for a CenturyLink Incentive Plan as of your last day of employment before death to determine benefits for your beneficiaries. Annualized commissions are included, if a sales-related employee, as determined by CenturyLink. Annual salary does not include bonuses, overtime, lump-sum merit awards, shift differentials or any other extra compensation.

For Hourly Employees, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173 hours.

For Qwest Represented Retail/Outside Sales Representatives, eligible earnings mean an amount equal to the Average Hourly Rate, as defined in CenturyLink's leveraged compensation plan, on the day before your accidental death or dismemberment.

When Benefits Are Payable

BTA benefits are payable for a covered loss which is the result of, and occurs within 365 days of the covered injury which happens while you are on a business trip made on assignment by or with the consent of the Company or to further Company business.

A **business trip** begins when you leave the place you normally work or live, whichever occurs last, and ends when you return to the place you normally work or live, whichever occurs first. This coverage does not include commuting between home and the place of work. A business trip includes limited personal deviation up to 14 days. **Personal deviation** means an activity that is not reasonably related to CenturyLink's business and not incidental to the purpose of the trip.

How Benefits Are Paid

If you die accidentally, the BTA benefit will be paid to your beneficiary. For any other covered loss, the benefit will be paid to you. If you sustain more than one loss due to a single accident, the Plan will pay only one benefit, the largest, for the loss.

DESCRIPTION OF BENEFITS

Accidental Death and Dismemberment Benefits

If Injury to the “Covered Person” results in any one of the losses shown below within 365 days from the date of a Covered Accident, the Insurer will pay the Benefit Amount shown below for that loss.

The BTA Insurance Plan will pay a percentage of the Principal Sum based on your covered loss.

Type of Loss	% of Principal Sum
Life	100%
Two or more Members	100%
Quadriplegia	100%
One Member	50%
Hemiplegia	75%
Paraplegia	75%
Thumb and Index Finger of the Same Hand	25%
Uniplegia	25%

“Quadriplegia” means total Paralysis of both upper and lower limbs.

“Hemiplegia” means total Paralysis of the upper and lower limbs on one side of the body.

“Uniplegia” means total Paralysis of one lower limb or one upper limb.

“Paraplegia” means total Paralysis of both lower limbs or both upper limbs.

“Paralysis” means total loss of use. A Doctor must determine the loss of use to be complete and not reversible at the time the claim is submitted.

“Member” means Loss of Hand or Foot, Loss of Sight, Loss of Speech and Loss of Hearing.

“Loss of Hand or Foot” means complete Severance through or above the wrist or ankle joint.

“Loss of Sight” means the total, permanent Loss of Sight of one eye.

“Loss of Speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means.

“Loss of Hearing” means total and permanent Loss of Hearing in both ears that is irrecoverable and cannot be corrected by any means.

“Loss of a Thumb and Index Finger of the Same Hand” means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

“Severance” means the complete separation and dismemberment of the part from the body.

“Principal Sum” means the amount of your BTA coverage.

If you die accidentally, the benefit will be paid to your beneficiary. For any other covered loss, you will receive the benefit. If a covered individual sustains more than one loss due to a single accident, the Plan will pay only one benefit, the largest, for the loss.

Accident Medical Expense Benefits

Benefit Maximum:	\$10,000
Maximum Benefit Period:	90 days from the date of the Covered Accident
Incurral Period:	30 days from the date of the Covered Accident
Deductible:	\$0

Accident Medical Expense Benefits are only payable:

1. for Usual and Customary Charges incurred after the Deductible (if any) has been met;
2. for those Medically Necessary Covered Expenses that the Covered Person receives; and
3. if the first incurred expenses are within the Incurral Period.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

Child Care Center Benefit

Benefit Maximum:	5% of the "Covered Person's" Principal Sum up to a Maximum Benefit of \$5,000
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Coma Benefit

Benefits are payable initially as 1% of the Principal Sum per Month up to 11 months and thereafter in a lump sum of 100% of the Principal Sum.

Disability Benefit (Permanent Total Disability)

Benefit Waiting Period:	90 days
Permanent Total Disability must begin within:	365 days from the date of the Covered Accident
Benefit Amount:	100% of a "Covered Person's" Principal Sum

Emergency Medical Benefits (available when traveling on Company Business 100 miles or more away from your place of permanent residence)

(Medical Emergency is defined as a condition caused by Injury or Sickness that manifests itself by symptoms of sufficient severity that a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy).

Covered Expenses include 1) Medical Expense Guarantee: expenses for guarantee of payment to a medical provider and 2) Hospital Admission Guarantee: expenses for guarantee of payment to a Hospital or treatment facility.

Before seeking medical treatment, please call the Travel Assistance Provider at 1-855-327-1414 (see Travel Assistance Plan section of this document).

Benefit Maximum: up to \$10,000

Emergency Medical Evacuation Benefit

Benefit Maximum: 100% of Covered Expenses

Family Reunion Benefit

Benefit Maximum: \$5,000

Home Alteration and Vehicle Modification Benefit

Benefit Maximum: 25% of the "Covered Person's" Principal Sum up to a Maximum Benefit of \$50,000

Rehabilitation Benefit

Benefit Amount: 25% of the "Covered Person's" Principal Sum up to a Maximum Benefit of \$50,000

Repatriation of Remains Benefit

Benefit Maximum: 100% of Covered Expenses

Seatbelt and Airbag Benefit

Seatbelt Benefit Amount: 20% of the "Covered Person's" Principal Sum up to a Maximum Benefit of \$35,000

Airbag Benefit Amount: 20% of the "Covered Person's" Principal Sum up to a Maximum Benefit of \$10,000

Default Benefit Amount: \$1,000

Security Evacuation Expense Benefit

Benefit Maximum: \$100,000

Aggregate Limit per Occurrence: \$500,000

Special Counseling Benefit

Benefit Amount per session:	\$150
Maximum number of sessions:	10
Benefit Maximum Amount per Covered Accident:	\$1,500

Special Education Benefit

Surviving Dependent Child Benefit Maximum:	10% of the "Covered Person's" Principal Sum up to a Maximum Benefit of \$5,000
Surviving Spouse Benefit Maximum:	10% of the "Covered Person's" Principal Sum up to a Maximum Benefit of \$5,000
Maximum Number of Annual Payments for each Surviving Dependent Child or Surviving Spouse:	4
Default Benefit Amount:	\$2,000

Hazard Limitations:

If a covered accident happens when a "Covered Person" is riding in, or getting on or off of, an aircraft, CenturyLink's BTA insurance company will pay benefits, but only if:

- 1) He or she is riding as a passenger only, and not as a pilot or member of the crew (except as provided by the Policy); and
- 2) The aircraft has a valid certification of airworthiness; and
- 3) The aircraft is flown by a pilot with a valid license; and
- 4) The aircraft is not being used for: (i) crop dusting, spraying, or seeding; firefighting; skywriting; skydiving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or (ii) any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);
- 5) The aircraft is a military transport aircraft flown by the Air Mobility Command, or similar air transport service of another country.

War Risk Benefit

The insurer will pay benefits as described in the Policy for Losses resulting from a Covered Accident caused by war or acts of war.

The Covered Accident may occur anywhere in the world, except the following countries:

- The United States
- The "Covered Person's" Home Country
- The "Covered Person's" Country of Permanent Assignment
- ***Specific Countries (Subject to Change):** Afghanistan, Algeria, Burkina Faso, Central African Republic, Chad, Chechnya, Democratic Republic of Congo, Egypt, Guinea, India (Jammu & Kashmir), Iraq, Israel, Ivory Coast, Lebanon, Libya, Mali, Nigeria, Pakistan, Somalia, Sudan, Syria, Thailand (Narathiwat, Pattani, Songkhla, and Yala Provinces), Ukraine, and Yemen.

“Home Country” means a country from which the “Covered Person” holds a passport. If the “Covered Person” holds passports from more than one Country, his or her Home Country will be the country that he or she has declared to the insurer in writing as his or her Home Country.

“Country of Permanent Assignment” means a country, other than a “Covered Person’s” Home Country, in which the Policyholder requires a “Covered Person” to work for a period of time that exceeds 365 continuous days.

***Before traveling to any country, it is recommended you verify it is safe to travel to this specific location.**

Visit www.acetravelassistance.net for access to global threat assessments and location based intelligence.

Username: medassist-usa@axa-assistance.US

Password: acea&h

What Is Not Covered

The BTA Plan does **not** cover any loss caused or contributed to by any of the following:

- intentionally self-inflicted injury (applicable to Accidental Death and Dismemberment Benefit ONLY);
- suicide or attempted suicide (applicable to Accidental Death and Dismemberment Benefit ONLY);
- a Covered Accident that occurs while on active duty service in the military, naval or air force of any country or international organization. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;
- sickness, disease, bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
- piloting or serving as a crewmember in any aircraft (except as provided by the Plan);
- commission of, or attempt to commit a felony.

Notice and Proof of Loss

A claim must be filed to receive benefits from the Business Travel Accident (BTA) Plan. A notice of claim should be filed with the CenturyLink Service Center as soon as reasonably possible but no later than 90 days after a covered loss begins. If you are not able to send the proof of loss within the timeframe, it must be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless you are legally incapacitated.

Payment of Claims

If the Insured dies, any death benefits or other benefits unpaid at the time of the Insured's death will be paid to the beneficiary CenturyLink's Service Center's records indicate the Insured designated for this plan's benefits.

If there is no named beneficiary or surviving beneficiary on record with CenturyLink's Service Center, CenturyLink's BTA insurance company will pay benefits in equal shares to the first surviving class of the following:

- 1) Spouse or Domestic Partner;
- 2) Children;
- 3) Parents;
- 4) Brothers and sisters.

If there are no survivors in any of these classes, CenturyLink's BTA insurance company will pay the Insured's estate.

All other benefits will be paid to the Insured. If the Insured is: (1) a minor; or (2) in CenturyLink's BTA insurance company's opinion unable to give a valid release because of incompetence, CenturyLink's BTA insurance company may pay any amount due to a parent, guardian, or other person actually supporting him or her. Any payment made in good faith will end CenturyLink's BTA insurance company's liability to the extent of the payment.

If a Covered Loss is suffered by a "Covered Person" who resides outside of the United States, its territories and possessions and in a Country where CenturyLink's BTA insurance company is not permitted to provide insurance without a License, CenturyLink's BTA insurance company will pay benefits under the Policy to the Policyholder, who:

- 1) will hold such payment in trust for the sole use and benefit of the insured employee or his or her beneficiary or other person to whom such benefits are payable ("Payee"); and
- 2) will remit such payment to the Payee in accordance with applicable law.

Any such payment CenturyLink's BTA insurance company makes to the Policyholder is a full discharge of CenturyLink's BTA insurance company's liability for the claim for which payment is made.

"Country" includes any political jurisdiction that independently regulates the licensing of insurance companies.

"License" or "Licensed" means with respect to any Country, authorized or otherwise permitted in accordance with applicable law to conduct the business of accident and sickness insurance in such Country.

Facility of Payment: If the Policy provides coverage, limits or conditions that are broader in meaning or scope than those of a Locally Admitted Policy providing insurance to a "Covered Person" who resides outside of the United States, its territories and possessions, then subject to the "Payment of Claims" subsection, this Policy will pay benefits for a Covered Loss on an excess basis to the extent of the difference in any coverage, conditions or limits in the policies. Any payment made under this Policy will be governed by the limitations, exclusions and other terms and conditions of the Policy. In no event will the coverage afforded under this Policy, in combination with such additional Locally Admitted Policy, exceed the benefits payable under this Policy.

“Locally Admitted Policy” means an insurance policy that is issued by CenturyLink’s BTA insurance company or requested by CenturyLink’s BTA insurance carrier or CenturyLink’s BTA insurance company’s affiliated insurance company to be issued to your or one of your subsidiary or affiliated entities in a Country other than the United States, its territories and possessions.

NOTE: In the event there is no Locally Admitted Policy, the Master Policy will pay benefits in accordance with the Schedule of Benefits.

Claims Appeal Procedure

In accordance with the rules and regulations of the Employee Retirement Income Security Act, which governs this Plan, if you receive an Adverse Benefit Determination on a claim you make, you have the right to timely appeal CenturyLink’s BTA insurance company’s decision to deny the accidental death benefit. You have the opportunity to submit written comments, documents, or other information in support of your appeal. You will have access to all relevant documents as defined by applicable U.S. Department of Labor Regulations. Your appeal must be in writing and state your reason(s) for disagreeing with CenturyLink’s BTA insurance company’s decision, and should include supplemental documentation that will have a bearing on CenturyLink’s BTA insurance company’s decision. This appeal must be received by CenturyLink’s BTA insurance company within 60 days of the date the claim denial letter is received.

A decision on appeal will be made no later than 60 days after CenturyLink’s BTA insurance company receives your written request for review of the initial determination. The review will take into account all new information, whether or not presented or available at the initial determination. If CenturyLink’s BTA insurance company determines that special circumstances require an extension of time for a decision on appeal, the review period may be extended by an additional 60 days (120 days in total). CenturyLink’s BTA insurance company will notify you in writing if an additional 60 day extension is needed.

In accordance with Section 502(a) of ERISA, you have the right to bring a civil action following an Adverse Benefit Determination, but you must complete this appeal procedure before filing suit. If CenturyLink’s BTA insurance company does not receive your written appeal within 60 days of the date you receive the claim denial letter, CenturyLink’s BTA insurance company’s claim determination will be final.

Important Deadline to Note: The Plan 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.

Please direct your appeal to:

Chubb USA
Post Office Box 5124
Scranton, PA 18505-0556

Attn: ERISA Appeal Committee
A&H Division

TRAVEL ASSISTANCE PLAN

Policy #ADD N04158374

For medical referrals, evacuation, repatriation or other services, call 1-855-327-1414 (Toll-Free) or 1-630-694-9764 (Direct Dial) or via the internet medassist-usa@axa-assistance.US.

Visit www.acetravelassistance.net for access to global threat assessments and location based intelligence.

Username: medassist-usa@axa-assistance.US

Password: acea&h

CenturyLink's BTA insurance company offers worldwide travel assistance services to employees and their eligible dependents, non-employee Board of Directors and their eligible dependents, and pilots covered under its Business Travel Accident plan. These services are provided by CenturyLink's BTA insurance company's Assistance Provider and are not insured benefits. Your insurance plan may provide for reimbursement of some or all service expenses based on the terms and conditions of the policy of insurance purchased by CenturyLink.

Eligibility for Services

Employees and their eligible dependents, non-employee Board of Directors and their eligible dependents, and pilots, if covered under a CenturyLink's BTA insurance company policy, are eligible for services during the policy term subject to the limitations listed below. Emergency Medical Services and Emergency Travel Services are available only if a "Covered Person" is traveling at least 100 miles away from his or her legal residence or outside of his or her home country or country of permanent assignment. Access to the CenturyLink's BTA insurance company Travel Assistance Website (www.acetravelassistance.net) and Pre-trip information services are available at any time. Security assistance services are available if a "Covered Person" is traveling outside of his or her home country, country of permanent assignment or residence.

24-Hour Access

Insureds covered under this Plan can reach the multilingual response center to confirm coverage and obtain access to available services by calling toll-free or direct dial by facsimile or by e-mail 24 hours a day, 365 days a year.

The following is a brief summary of services available:

EMERGENCY MEDICAL SERVICES

- **Medical Monitoring**

When notified of a Medical Emergency resulting from a covered accident or emergency sickness, CenturyLink's BTA insurance company's Assistance Provider's multilingual staff will, if in their judgment it is appropriate, attempt to contact local attending medical personnel to get a better understanding of the "Covered Person's" condition. If appropriate, CenturyLink's BTA insurance company's Assistance Provider will monitor the "Covered Person's" condition and remain in communication with his or her family, subject to applicable privacy laws, until the medical problem is resolved.

- **Medical Referrals**

Upon request, CenturyLink's BTA insurance company's Assistance Provider will use its best efforts to provide the names, addresses and telephone numbers of doctors, hospitals, dentists, and dental clinics in the area where the "Covered Person" is traveling. CenturyLink's BTA insurance company's Assistance Provider will also attempt to confirm the availability of the provider, ascertain required payments that a "Covered Person" will be required to pay and make an appointment for a "Covered Person" with the medical provider of his or her choice.

In a serious Medical Emergency, the "Covered Person" is advised to first try to arrange for immediate emergency assistance through local sources and then call CenturyLink's BTA insurance company's Assistance Provider. CenturyLink's BTA insurance company's Assistance Provider is neither responsible for determining the appropriate medical specialty for handling the "Covered Person's" condition, nor does it provide medical diagnosis or treatment. We cannot guarantee the quality of the medical services provider or the medical facility. The final selection of a local doctor or medical facility is the right and responsibility of the "Covered Person".

- **Emergency Medical Payments, Medical Expense Guarantee, Hospital Admission Guarantee**

When it is necessary to obtain Emergency medical services for a "Covered Person", CenturyLink's BTA insurance company's Assistance Provider will, arrange a payment guarantee to cover on-site medical and hospital expenses. If it is necessary to provide a guarantee of payment to a medical provider, or to make arrangements to pay in local currency, CenturyLink's BTA insurance company's Assistance Provider will provide funds for emergency payments to cover on-site medical and hospital expenses. This payment is limited to the maximum benefit allowable under the policy, **which is up to \$10,000 (see page 13 of this document for additional information)**. CenturyLink's BTA insurance company's Assistance Provider will work with you or the "Covered Person's" family to guarantee any amount required in excess of policy limits.

- **Emergency Medical Transport, Medical Evacuation or Repatriation**

In the event of a Medical Emergency and upon request of a doctor designated by CenturyLink's BTA insurance company's Assistance Provider in consultation with a local attending Doctor, CenturyLink's BTA insurance company's Assistance Provider will arrange and pay for transportation under medical supervision to a different hospital or treatment facility or repatriation to the "Covered Person's" place of residence for treatment if it is determined to be medically necessary. As part of a medical evacuation, CenturyLink's BTA insurance company's Assistance Provider will also make all necessary arrangements for ground transportation to and from the hospital, as well as pre-admission arrangements, where possible, at the receiving hospital. Payment for these services is limited to the maximum benefit allowable under the Policy.

All medical decisions (such as the medical need for evacuation, medical equipment and the medical personnel to be used) and decisions regarding the final destination will be made by CenturyLink's BTA insurance company's Assistance Provider's designated doctors in consultation with a local attending doctor based on medical factors. Their decisions shall be conclusive in determining the need for such services. Should you decide to make these arrangements without the assistance of CenturyLink's BTA insurance company's Assistance Provider, we cannot be held liable for the services rendered or the cost. Any bills received for services arranged without CenturyLink's BTA insurance company's Assistance Provider will be reviewed and processed in accordance with the lesser of the actual cost or the cost for the

services had CenturyLink's BTA insurance company's Assistance Provider made all of the arrangements.

- **Dispatch of a Doctor or Specialist**

If, based on the information available, a "Covered Person's" condition cannot be adequately assessed to evaluate the need for transport or evacuation, CenturyLink's BTA insurance company's Assistance Provider will dispatch a doctor or specialist to the "Covered Person's" location to make an assessment. CenturyLink's BTA insurance company's Assistance Provider will pay for the cost of the doctor's or specialist's travel and the services provided on location up to the maximum benefit allowable under the policy.

- **Repatriation of Remains**

In the event of a "Covered Person's" death while on a covered trip, CenturyLink's BTA insurance company's Assistance Provider will arrange for and pay for all necessary expenses (including government authorization and documentation, requirements of the local authorities to transport the remains and a container appropriate for transportation) related to the repatriation of the remains to the "Covered Person's" place of residence for burial. Payment for these services is limited to the maximum benefit allowable under the policy. Should you decide to make these arrangements without the assistance of CenturyLink's BTA insurance company's Assistance Provider, we cannot be held liable for the services rendered or the cost. Any bills received for services arranged without CenturyLink's BTA insurance company's Assistance Provider will be reviewed and processed in accordance with the lesser of the actual cost or the cost of the services had CenturyLink's BTA insurance company's Assistance Provider made all arrangements.

- **Family Reunion Travel Arrangements**

CenturyLink's BTA insurance company's Assistance Provider will coordinate emergency travel arrangements for family members to join a hospitalized "Covered Person" or to accompany the "Covered Person's" mortal remains to the "Covered Person's" place of residence. Payment for these services is the responsibility of the traveling family member unless paid for by you or covered under the policy.

- **Escort Transportation**

If it is reasonably possible for a family member or companion traveling with the "Covered Person" to accompany the "Covered Person" during a medical evacuation, repatriation or repatriation of remains, CenturyLink's BTA insurance company's Assistance Provider will make the necessary arrangements for the trip. Payment for these services is the responsibility of the traveling family member or companion unless paid for by you or covered under the policy.

- **Return of Dependent Children**

If a "Covered Person" who is traveling alone with dependent children under age 26 is hospitalized, and the dependent children are left unattended, CenturyLink's BTA insurance company's Assistance Provider will arrange for the children's return home with an appropriate escort, if necessary. Any return tickets for the children must be exchanged for the new travel arrangements. Payment for these services is the responsibility of the "Covered Person's" family unless paid for by you or covered under the policy.

- **Return of a Traveling Companion**

If a "Covered Person's" traveling companion's trip is delayed and previously made travel arrangements are lost due to the "Covered Person's" Medical Emergency, at the option of the traveling companion, CenturyLink's BTA insurance company's Assistance Provider will arrange for the traveling companion's new travel arrangements to his or her return destination or the next destination on the trip itinerary. Payment for these services is the responsibility of the traveling companion unless covered under the policy.

- **Visit of a Family Member or Friend**

If a "Covered Person" is traveling alone and must be hospitalized for more than five (5) consecutive days, CenturyLink's BTA insurance company's Assistance Provider will make travel arrangement for one family member or one friend designated by the "Covered Person" from his or her home to the place where the "Covered Person" is hospitalized. Payment for these services is the responsibility of the traveling family member or friend unless covered under the policy.

- **Replacement of Medication or Eyeglasses**

If a "Covered Person" has an unexpected need for prescription medication while traveling; loses, forgets, or runs out of prescription medication or breaks, loses, or has eyeglasses stolen while traveling, CenturyLink's BTA insurance company's Assistance Provider will attempt to locate the medication, eyeglasses or their equivalent and attempt to arrange for the "Covered Person" to obtain it locally, where it is available or to have it shipped to him or her, subject to local laws, if it is not available locally. Payment for the prescription medication, eyeglasses or any shipping expense is the "Covered Person's" responsibility unless covered under the policy.

SECURITY EVACUATION SERVICES

- **Political and Natural Disaster**

In the event of a covered evacuation event and upon the request of the "Covered Person", CenturyLink's BTA insurance company's Assistance Provider, in consultation with their designated security consultant will arrange and pay for the transportation of a "Covered Person" to the nearest place of safety.

Insurance benefits, if applicable, will not be payable unless CenturyLink's BTA insurance company's Assistance Provider authorizes all expenses in advance and these services are provided by our designated security consultant. Neither CenturyLink's BTA insurance company's Assistance Provider nor the security consultant is responsible for the availability of transportation services. When an evacuation is impractical due to hostile or dangerous conditions the designated security consultant will make every effort to maintain contact until evacuation is possible.

Payment for these services is limited to the maximum benefit, if any, shown in the insurance policy.

- **Consultation Services**

CenturyLink's BTA insurance company's Assistance Provider will provide access to a crisis hotline and security assistance center to discuss any safety concerns about travel locations or to secure immediate assistance while traveling.

Payment for consultation services is the responsibility of the group sponsor or the "Covered Person".

EMERGENCY TRAVEL SERVICES

- **Emergency Message Relay**

A "Covered Person" may send and receive emergency messages toll-free 24 hours a day through CenturyLink's BTA insurance company's Assistance Provider's Response Center. This service is staffed by multilingual professionals and is available to a "Covered Person" to contact relatives, friends and business associates. This service offers unlimited usage as long as messages are related directly to an emergency situation.

- **Emergency Travel Arrangements**

CenturyLink's BTA insurance company's Assistance Provider will make new reservations for airlines, hotels and other travel related services in the event of an emergency or unexpected need for a "Covered Person" to return home prior to the scheduled return date.

- **Emergency Cash**

CenturyLink's BTA insurance company's Assistance Provider will deliver emergency funds to a "Covered Person" provided there is satisfactory guarantee of reimbursement. The method of delivery of emergency funds will vary according to the need in a given situation. A satisfactory guarantee of reimbursement is the ability to debit a "Covered Person's" valid credit or debit card in the amount required and a written guarantee of payment signed by the "Covered Person".

- **Legal Assistance/Bail**

CenturyLink's BTA insurance company's Assistance Provider will assist a "Covered Person" with locating local attorneys and will advance bail funds, where permitted by law and with satisfactory guarantee of reimbursement. A satisfactory guarantee of reimbursement is the ability to debit "Covered Person's" valid credit or debit card in the amount required and a written guarantee of payment signed by the "Covered Person".

- **Location of Lost Items**

CenturyLink's BTA insurance company's Assistance Provider will assist a "Covered Person" with arrangements to replace or forward copies of lost or stolen documents, including passports, drivers licenses and credit cards, as well as assist with procedures to file loss reports and to recover lost or stolen articles.

- **Interpretation/Translation**

The multilingual staff at the CenturyLink's BTA insurance company's Assistance Provider's Response Center, will assist a "Covered Person" with foreign language and interpretation problems over the telephone or shall refer them to a certified translator, if required. Payment for these services is the responsibility of the person requesting the services if not covered under the policy.

INFORMATION SERVICES

CenturyLink's BTA insurance company travelers will have access to a secure, web-based system for tracking global threats and receiving location based risk intelligence including:

- Up-to-the-minute travel alerts regarding political instability, civil unrest, disease outbreaks, crime patterns and worldwide terrorism news.
- Real-time country-specific trip briefs for intended travel destinations, including any safety and security issues for that city region or country, helpful security tips, plus any security precautions that should be adopted to avoid those risks.
- Country-specific health information including trip preparation advice and preferred medical facilities around the world.
- U.S. State Department Travel Warnings
- Online ability to locate preferred providers, obtain contact information for such providers, as well as their specialties and practices.

The following pre-trip information will be available to a "Covered Person" before they depart and while traveling on a covered trip:

- Visa, Passport, and Inoculation Requirements

CenturyLink's BTA insurance company's Assistance Provider will provide information on the visa, inoculation, passport or immunization requirements of the foreign countries in which a "Covered Person" will be traveling.

- Cultural Information

CenturyLink's BTA insurance company's Assistance Provider will provide information concerning cultural and other events, if available, in the area in which a "Covered Person" will travel.

- Temperature and Weather Conditions

CenturyLink's BTA insurance company's Assistance Provider will provide a "Covered Person" with weather forecasts and temperatures for major cities around the world as well as domestic and international ski condition reports for major ski areas, if available.

- Embassy and Consular Referrals

CenturyLink's BTA insurance company's Assistance Provider will provide a "Covered Person" with the address and telephone number of the nearest American Consulate or Embassy, as appropriate.

- Foreign Exchange Rates

CenturyLink's BTA insurance company's Assistance Provider will provide information about foreign exchange rates between the U.S. dollar and most major currencies. The rates are updated Monday through Friday and may vary slightly from rates posted by local financial institutions. The rates provided by CenturyLink's BTA insurance company's Assistance Provider are meant as general guidelines.

Limitations

Payment for services rendered or the costs incurred by CenturyLink's BTA insurance company's Assistance Provider on behalf of a "Covered Person" will be reimbursed by CenturyLink's BTA insurance company to the extent covered under the policy. To the extent these services or any advanced payments are not covered under the policy, the Policyholder or the "Covered Person" will be responsible for payment. CenturyLink's BTA insurance company reserves the right to recover any amounts paid outside of the policy limits from any third party who would otherwise be responsible for payment in the absence of the policy benefits.

All services must be arranged and approved by CenturyLink's BTA insurance company's Assistance Provider to be covered under the Policy.

All travel arrangements will be economy fare for the most direct route available based on the traveler's designation. No deviations are allowed.

Some countries may present political or other obstacles that may render assistance services difficult or impossible to guarantee. CenturyLink's BTA insurance company's Assistance Provider is not responsible for informing a "Covered Person" whether a country is "open" for assistance services prior to his or her departure or during his or her stay.

CenturyLink's BTA insurance company's Assistance Provider reserves the right to suspend, curtail or limit its services in any areas in the event of rebellion, riot, insurrection, military uprising, war, terrorism, labor disputes, strikes, nuclear accidents, acts of God or refusal of the authorities to allow full access to provide services. Should a "Covered Person" travel in any area in which any of these events have occurred, CenturyLink's BTA insurance company's Assistance Provider will endeavor to provide services to the best of its ability.

IMPORTANT NOTICE

In all cases, the medical provider, facility, legal counsel or other professional service provider suggested by CenturyLink's BTA insurance company's Assistance Provider are not employees or agents of CenturyLink's BTA insurance company's Assistance Provider and the choice of provider is a "Covered Person's" alone. CenturyLink's BTA insurance company's Assistance Provider assumes no liability for the services provided to a "Covered Person" under this arrangement, nor is it liable for any negligence or other wrongful acts or omissions of any of the legal or health care professionals providing services to a "Covered Person".

IMPORTANT INFORMATION ABOUT THE PLANS

The Life Insurance Plans 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, 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.

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 BTA insurance company 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 these policies.

Any decision made by the group sponsored BTA insurance company 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 BTA insurance company's 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 Business Travel Accident Plan which offers the Business Travel Accident insurance

Plan Financing and Administration

- Plan Year: January 1 through December 31 and records are maintained on a calendar year basis.
- Plan Financing: The Plan is a welfare benefit plan and is financed on a fully insured basis.
- Administration Type: The BTA Plan is administered by a third party claims administrator – insurance company operating under group policy issued by Chubb Group of Insurance Companies.

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 administrators 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 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, and recordkeeping. 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 Person"s, 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 BTA Benefits
- You misrepresent or falsify any information required under the Plan; you or your beneficiaries will not be permitted to benefit under the Plan from your own misrepresentation
- You have been overpaid a benefit and the Plan seeks restitution
- Your coverage under the Plan 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 or your dependent(s) will be terminated if you or your dependent(s) 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 or your dependent's coverage. You and your Dependent(s) 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 OF DEFINED TERMS

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

Actively at work

Means a "Covered Person" is either 1) actively at work performing all regular duties at his or her employer's place of business or someplace the employer requires him or her to be; 2) employed, but on a scheduled holiday, vacation day, or period of approved paid leave of absence.

Beneficiary

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

Business trip

Begins when you leave the place where you normally work or live, whichever occurs last. Ends when you return to the place where you normally work or live, whichever occurs first.

Covered Loss or Covered Losses

Means an accidental death, dismemberment, or other Injury covered under the Policy.

Covered Person

Means the insured, employee or eligible dependent.

Domestic Partner

A person of the same or opposite sex who shares your residence for the past 12 months (the residence requirement doesn't apply where there is an exception as permitted by the Plan Administrator as required by applicable law); is no less than 18 years of age; is financially interdependent with you and has proven such interdependence by providing proof of joint ownership; is not a blood related or any closer than would prohibit legal marriage; and provides a Certificate of Domestic Partner Registration if you reside in a state that provides such registration OR has signed jointly with you, a notarized affidavit if you reside in a state that does not provide Domestic Partner Registration. NOTE: If you have previously submitted a Domestic Partner Affidavit that was validated and coverage provided accordingly, there is no need to submit a new Affidavit unless you have had a change in your Domestic Partner status.

Locally Admitted Policy

Means a policy issued in a jurisdiction other than the U.S. by an insurer appropriately licensed and admitted in that jurisdiction to provide accident and sickness insurance.

Master Policy

Means the U.S. domestic policy issued to the policyholders in the U.S.

Plan

Plan pertains to the BTA Plan.

Policy

Policy is the BTA insurance document.

Policyholder

CenturyLink

Principal Sum

The full coverage amount under the BTA plan, payable for an accidental death and certain other covered losses while traveling on a Company Business Trip.

Usual and Customary Charge

Means the average amount charged by most providers for treatment service or supplies in the geographic area where the treatment, service or supply is provided.

APPENDIX

Business Travel Accident “BTA” Insurance Company

**Chubb Group of Insurance Companies
15 Mountain View Road, Post Office Box 1615
Warren, New Jersey 07061-1615**

1-800-336-0627

Group Policy #ADD N04158374