

MassMutual Retiree Health Reimbursement Arrangement (RHRA)

Summary Plan Description for Active and Retired Employees

Effective January 1, 2013

This Summary Plan Description (SPD), published in March 2013, takes the place of any Addendum, SPDs and Summaries of Material Modifications (SMMs) previously issued to you describing your benefits.

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Disclaimer

This Summary Plan Description (SPD) provides details of the Retiree Health Reimbursement Arrangement (RHRA) available through the MassMutual Retired Employee Welfare Benefits Plan (the “Plan”). This SPD contains detailed and important information about the Plan; every attempt has been made to communicate this information clearly and in easily understandable terms. This SPD replaces and supersedes all previous SPD versions and Summaries of Material Modifications (SMMs).

Benefits are determined under the terms of the Plan in effect at the time you become eligible for the specific benefits. Benefits are based on current laws and regulations, which are subject to change. Massachusetts Mutual Life Insurance Company (“the Company” or “MassMutual”) reserves the right to modify, revoke, change, suspend or terminate any one or all plans, programs, policies, benefits or services described in this SPD or the underlying Plan documents at any time and from time to time. This SPD does not guarantee any particular benefit. Receipt of this SPD describing the Plan or option for which you are not eligible does not imply that you are eligible.

In the event of a discrepancy between descriptions in this SPD and information in relevant Plan documents, the Plan documents will govern.

Introduction

This Summary Plan Description (SPD) describes the MassMutual Retiree Health Reimbursement Arrangement (RHRA), which is offered to eligible retirees. The purpose of the RHRA is to provide RHRA-eligible retirees with limited reimbursement for medical expenses after retirement. You may use your RHRA even if you do not have retiree medical coverage through a MassMutual plan.

Eligibility

You may participate in the RHRA if you are an eligible employee of a participating Company, as defined below, and you are not eligible for subsidized retiree medical coverage¹.

You are eligible to submit reimbursement requests for eligible **Covered Expenses** from your RHRA after termination of employment if you have at least 120 months of eligible service after age 45.

Only employees of Massachusetts Mutual Life Insurance Company or a participating subsidiary (MML Investors LLC; Cornerstone Real Estate Advisers LLC; Babson Capital Management LLC; MassMutual International LLC; Invicta Advisors LLC; or The MassMutual Trust Company, FSB) who are regularly scheduled to work 20 hours or more per week (excluding long-term project employees) are eligible for the RHRA upon the later of age 45 or date of hire. To seek reimbursement from the RHRA, you must have completed 120 months of RHRA participation while an active employee and subsequently terminated employment with the Company.

Notes:

- If you are not eligible for the RHRA, you may be eligible for subsidized retiree medical coverage. See the [Retiree Medical Addendum](#) for more detail.
- If you are a former employee receiving long-term disability benefits and have met the 120 months RHRA participation requirement, you are not eligible to seek reimbursement from your RHRA until you are no longer receiving long-term disability benefits.

Opening Balance

When you are initially eligible for the RHRA, a **Notional Account** will be established with a zero balance.

However, as of January 1, 2010, a one-time opening credit was made if you were age 45 and actively employed before January 1, 2010 as an employee of:

- Massachusetts Mutual Life Insurance Company;
- MassMutual International LLC;
- MML Investors Services, Inc.;
- Invicta Advisors LLC; or
- The MassMutual Trust Company, FSB.

¹Employees eligible for subsidized retiree medical coverage must have met either of the following criteria as a company employee as of January 1, 2010:

- Age 50 or older with at least 10 years of service; or
- Age plus service totaling 75 or more with at least 10 years of service.

Employees who are eligible for subsidized retiree medical coverage are not eligible for the RHRA. See the Retiree Medical Addendum for information about subsidized retiree medical coverage.

In addition, individuals of the following groups who did not meet age and service requirements to qualify for subsidized retiree medical coverage may have been credited with an opening balance:

- A MassMutual employee based in Springfield who was transferred to Cornerstone Real Estate Advisers LLC before January 1, 1994.
- A Babson employee based in Springfield on January 1, 2001 who was:
 - Not a participant in the restricted stock or stock option plans (or successor plans); **or**
 - A participant in the restricted stock or stock option plans (or successor plans) and was at least age 45 with 10 years of service on January 1, 2001.
- A MassMutual Financial Products Group division employee transferred to Babson on January 1, 2008.
- A former employee of First Mercantile Trust who became an employee of MassMutual due to the May 31, 2008 acquisition and had eligible service after the acquisition date.
- A former employee of The Hartford who became an employee of MassMutual due to the January 1, 2013 acquisition of The Hartford's Retirement Plans Group and had previous eligible MassMutual service. **Note:** Any post-age-44 service with The Hartford will count towards satisfying the 120-month participation requirement for access to the RHRA; however, monthly credits will only be provided based on eligible MassMutual service.

Transfers

Transfers to/from another business entity may affect your eligibility for an opening **Notional Account** balance and monthly credits. Contact MassMutual Benefits for more information.

Eligible Dependents

In general, any **Dependent** who is eligible to be covered by you under the MassMutual Retired Employee Welfare Benefits Plan is also considered an eligible **Dependent** under the RHRA. This includes your **Spouse** (opposite- or same-sex) or **Domestic Partner**, and your **Eligible Dependent Children** (including children of your **Spouse/Domestic Partner**).

You must indicate your **Dependents** when you retire.

Your **Domestic Partner** must have been an eligible **Dependent** as of your retirement date in order to continue as an RHRA **Dependent**; a new **Domestic Partner** cannot be added after retirement. You may cover a new **Spouse** if you marry after you retire; however, if you die and your surviving **Spouse** remarries, any subsequent **Spouse** of your surviving **Spouse** cannot be a **Dependent**.

Taxation Consideration for Same-Sex Spouse and Domestic Partner

There are significant federal tax implications if you name a same-sex **Spouse** or **Domestic Partner** as a **Dependent**. By doing so, you will be subject to taxation on the value of your RHRA even if you do not use the RHRA to be reimbursed for your same-sex **Spouse** or **Domestic Partner's** expenses. Imputed income will be reported for federal tax purposes. State taxation may also apply. **For more information about imputed income, talk to your tax advisor.**

Contact Information

Resource	Participant Website	Mailing Address	Telephone
MassMutual Benefits	Website: https://mmfgonline.massmutual.com Email: BenefitQuestions@MassMutual.com	1295 State Street Springfield, MA 01111	866-662-6448 or Ext. 46169
Benefit Concepts, Inc. (COBRA Administrator, Retiree Billing, Automatic Premium Payment Service and RHRA Administrator)	To file claims electronically, create a unique username and password at this website: www.avantserve.com	For claims submission: Benefit Concepts Inc. P.O. Box 90 Barrington, RI 02806-0090	866-629-6350

How the Plan Works

Notional Account

“**Notional Account**” is an accounting term that means a bookkeeping account that reflects your participation in the RHRA. This is not a funded account and you have no rights of ownership or transfer. Reimbursements are made from MassMutual’s general assets.

Before You Retire

The Company establishes a **Notional Account** in your name in the month in which you turn age 45. If you are age 45 or older when you are hired, a **Notional Account** is established in your name in your first month of employment. Your **Notional Account** grows with monthly credits and interest credits for each month that you work for MassMutual after attaining age 45.

During Retirement

You may use the **Notional Account** to be reimbursed for a range of health care expenses for you and your eligible, covered **Dependents**.

One-Time Opening Balance Credit

In general, your **Notional Account** is established with a zero balance. If you were age 45 or older and actively working on January 1, 2010, you may have received a one-time opening balance credit. See the [Eligibility](#) section for details.

In certain circumstances, a one-time opening balance may be credited if you are initially eligible for the RHRA after January 1, 2010. This one-time opening balance credit will be established for an employee who previously worked for the Company or a participating subsidiary on or after age 45, who is not an RHRA retiree and who is subsequently rehired. The opening balance will be based on post-age 44 months of service during the prior period of employment.

Note: Former employees who terminate employment due to long-term disability that began after January 1, 2010 will receive service credit for the period that long-term disability benefits were paid, if over age 45, until no longer eligible for long-term disability or officially retired.

An opening balance will not be credited if you were an employee of Cornerstone Real Estate Advisers LLC or Babson Capital Management LLC unless you were employed in the Springfield, Massachusetts office on January 1, 2001 or you were a January 1, 2008 Financial Products Group transferred employee. See the [Opening Balance](#) section for more information.

If you are eligible as described above, your opening balance will be \$208.34 times the number of months of post-age-44 service as an employee.

Opening Balance Limitation

In no event will service on or after age 45 be credited to a **Notional Account** more than once. Also in no event will the opening balance on a **Notional Account** be credited with any retroactive interest credits.

For example, if you were hired in September 2002, turned age 49 in December 2009 and you were working for MassMutual at that time, you were considered to have 49 months of eligibility in the RHRA. You were then credited with an opening account balance of \$10,208.66 in RHRA monthly credits ($\$208.34 \times 49 \text{ months} = \$10,208.66$).

Special Service Rules

Service (in months) while employed by MassMutual on or after age 45 will count toward meeting the 120 months of RHRA participation required solely for the purposes of determining eligibility as an RHRA retiree. Even if 120 months of monthly credits of \$208.34 are not actually credited to your **Notional Account**, if you are in one of the following groups, you can subsequently become an eligible RHRA retiree as long as you have 120 months of participation while age 45 or older:

- If you transferred from a non-participating Company subsidiary to MassMutual after January 1, 2010 and become eligible for the RHRA program, you will receive credits that will count toward meeting the 120 months of participation requirement solely for the purpose of determining eligibility as an RHRA Retiree, based on prior service while age 45 or older, but that service will not be used to credit an opening balance. Non-participating Company subsidiaries include OppenheimerFunds, Inc., Baring and any other Company subsidiary not eligible for retiree medical.
- If you are a **Participant** hired by MassMutual on January 1, 2013 in conjunction with the acquisition of The Hartford's Retirement Plans Group business (or by December 31, 2013 if you were on leave), you will receive credit for the period of post-age 44 service recognized by The Hartford for benefit plan purposes. Your post-age 44 service with The Hartford will count towards satisfying the 120 month participation requirement for reimbursements. However, monthly credits will be provided based only on your eligible MassMutual service.
- If you were on long-term disability as of January 1, 2010 and return to work after January 1, 2010, and are no longer eligible for subsidized retiree medical coverage, you may become eligible for the RHRA. If you are age 45 or older, you will receive an opening balance and opening credits at the time you return to work for post-age-44 months worked while an active employee or while on long-term disability.
- If you are a Long-Term Project employee, you are not eligible for the RHRA. However, if you are hired by MassMutual after the end of the project, and meet RHRA eligibility requirements, an opening balance and opening credits will be created for you for months worked while age 45 or older while a Long-Term Project employee.
- If you are a career agent that is hired as a MassMutual employee after January 1, 2010, and meet RHRA eligibility requirements, you will receive opening credits that will count toward meeting the 120 months of participation requirement solely for the purpose of determining eligibility as an RHRA retiree based on your agent service while age 45 or older, but no opening balance will be created. Upon retirement, you may be eligible for either the agent retiree medical program or the RHRA, but not both.

Monthly Credits

Once you turn age 45, if you are an eligible employee, MassMutual will credit your **Notional Account** each month with a monthly credit of \$208.34, provided you are an employee on the Company's payroll system on the last day of each month. Annual credits during any **Plan Year** will not exceed \$2,500.08. Credits will be applied monthly, and will continue until you retire, terminate employment or become ineligible for the RHRA. Your first month of eligibility will be counted as a full month even if your hire date or the date you turn age 45 is after the first day of the month. However, your last month will only be counted as a full month if you work through the end of that month.

You will continue to receive monthly credits while you are on short-term disability or other approved leave (paid or unpaid). In addition, if you are receiving RHRA credits and are subsequently approved for long-term disability under the employee long-term disability plan, RHRA credits will continue for the period long-term disability plan benefits are paid if long-term disability began after January 1, 2010.

Once you retire, terminate employment or become ineligible for the RHRA, you will no longer receive monthly credits into your **Notional Account**.

Interest Credits

An interest credit is applied each month to your **Notional Account** balance as of the last day of that month and before that month's monthly credit is made, using the same rate as the interest credit rate under the MassMutual Pension Plan, which is subject to change each year. The Pension Plan interest credit rate is available on myHR.

If you leave MassMutual, your **Notional Account** will continue to receive interest credits only if you have at least 120 months of RHRA participation on your termination date. If you have not met the 120-month participation requirement, your **Notional Account** will be considered frozen and interest credits will stop.

Upon Separation from Service

If you retire or terminate employment with at least 120 months of RHRA participation, interest credits will continue to be applied each month to the **Notional Account** balance as of the last day of that month; *after any reimbursements have been deducted*. Your **Notional Account** will continue to receive interest credits until the balance in your **Notional Account** is zero. The interest rate will be the same as the MassMutual Pension Plan, which is subject to change annually.

Qualified Expenses

You may begin being reimbursed for qualified expenses from your RHRA after you have terminated employment with at least 120 months of RHRA participation.

Qualified expenses are expenses that are:

- Incurred by you, or your **Spouse/Domestic Partner** or eligible **Dependent** after your employment ends; and
- Not covered by or reimbursed through a group health plan and not paid for with a tax-free distribution from a Medical Savings Account (MSA) or a Health Savings Account (HSA), or attributable to a deduction allowed under Code Section 213(d) for any taxable year.

All claims must be submitted within 12 months of the date of service.

The RHRA can be used for qualified health expenses such as:

- Retiree medical premiums;
- Out-of-pocket dental and vision expenses, such as **Coinsurance**, copayments and **Deductibles**; these expenses must be eligible as defined in Section 213 of the IRS Code (expenses for cosmetic procedures do not qualify);
- COBRA premiums for medical, dental and vision programs; and
- Qualified long-term care premiums.

Your **Notional Account** may **not** be used for:

- Active health plan options sponsored by MassMutual;
- Expenses for non-eligible dependents
- COBRA premiums other than those outlined above;
- Expenses for former employees receiving long-term disability benefits who are not eligible to seek reimbursement from the RHRA until they are no longer receiving long-term disability benefits.

Keeping Track of Your Notional Account

You will receive semi-annual statements reflecting your **Notional Account** while you are an active employee after age 45.

Once you retire with 120 months or more of RHRA participation, you will receive a statement for each claim submitted for reimbursement. In addition, you will receive semi-annual statements of your **Notional Account** showing interest credits and reimbursements made from your **Notional Account**.

You may also access information about your **Notional Account** online at Benefit Concept's website, www.AvantServe.com. Information available includes:

- **Notional Account** balance;
- Transaction history;
- Prior statements;
- Status of reimbursements and reimbursement request submissions (once you are in retirement status); and
- Forms.

Maximum Benefit

For any **Plan Year**, the maximum benefit that you may receive will not exceed the lesser of qualified expenses or the remaining balance in your **Notional Account**.

Any balance in the **Notional Account** at the end of a **Plan Year** will carry over to the next **Plan Year**. In no event will the amounts credited to the **Notional Account** be used for anything other than qualified expenses.

Debits to Notional Accounts

During the **Plan Year**, your **Notional Account** will be debited from time to time by an amount equal to any reimbursement for **Covered Expenses** incurred by you, your **Spouse/Domestic Partner** or **Eligible Dependent Child**. In addition, the third-party administrator may assess maintenance or other administrative fees and debit **Notional Accounts** to reflect these fees. In no event will the amount debited at any time for reimbursements or fees exceed the maximum benefit.

Situations Affecting Your Notional Account

Rehire

Rehired Benefit Eligible Employees (Excluding Long-Term Project Employees)

If you are a rehired benefits-eligible employee (excluding a Long-Term Project employee) with 120 or more months of RHRA participation before your rehire, your **Notional Account** will revert to accumulation status and you will begin to receive additional monthly credits as of your rehire date. Interest credits will also continue. However, you may not submit expenses for reimbursement until after you return to retirement status.

If you have less than 120 months and have a frozen **Notional Account**, the account will be reactivated and you will begin to receive additional monthly credits and interest credits as of your rehire date.

If you have no previous RHRA participation (meaning you do not have a **Notional Account**) and are not eligible for subsidized retiree medical coverage, an account will be established for you if you are age 45 or older.

Divorce

If you divorce before you retire, your former **Spouse** will have no rights to your **Notional Account**.

If you divorce after you retire:

- Your former **Spouse** may elect to continue access to your **Notional Account** through COBRA, if he or she is listed as a reimbursable **Dependent** at the time of your divorce.
- COBRA will be offered to your ex-**Spouse** and any **Eligible Dependent Children** that will no longer be covered by your retiree medical coverage.
- Your **Spouse** and/or **Eligible Dependent Children** will be required to pay a COBRA premium for access to the RHRA (the COBRA premium will be based on the fair market value of the account, i.e., the average projected usage across all accounts).
- If COBRA is elected, your RHRA account as of your divorce date will be duplicated for your **Spouse** for the COBRA period. The balance of the account will be equal to your **Notional Account** balance on the date of your divorce.

As a retiree, you cannot use your **Notional Account** to pay COBRA premiums for your ex-**Spouse** and your ex-**Spouse** cannot use the account to pay for RHRA COBRA premiums.

Loss of Dependent Status

If your **Dependent** loses eligible status before you retire, your **Eligible Dependent Child** will have no rights to your **Notional Account**.

If your **Eligible Dependent Child** loses eligible status after you retire:

- Your child may elect to continue access to your **Notional Account** through COBRA, if he or she is listed as a reimbursable **Dependent** at the time of the loss of coverage.
- COBRA will be offered to any of your **Eligible Dependent Children** that will no longer be covered by your retiree medical coverage.
- Your child will be required to pay a COBRA premium for access to the RHRA account (the COBRA premium will be based on the fair market value of the account, i.e., the average projected usage across all accounts).
- If COBRA is elected, your RHRA account as of the date coverage is lost will be duplicated for your child for the COBRA period. The balance of the account will be equal to your **Notional Account** balance on the date he or she lost eligible status.

As a retiree, you cannot use your **Notional Account** to pay COBRA premiums for your child and your child cannot use the account to pay for RHRA COBRA premiums.

Death

Before Retirement

If you die while actively employed or on long-term disability and you have:

- Less than 120 months of RHRA participation, your **Notional Account** will be transferred to your surviving **Spouse** or **Dependents**, if any. They will not be eligible to enroll in MassMutual retiree medical coverage.
- 120 or more months of RHRA participation, your **Notional Account** will be transferred to your surviving **Spouse** or **Dependents**, if any. They will be eligible to enroll in MassMutual retiree medical coverage.

The above also applies if you are an RHRA-eligible former employee who is on long-term disability that began after January 1, 2010.

After Retirement

The RHRA provides survivor benefits, as follows:

Your Coverage	When You Die...	At Death of Other (After Your Death)
<i>Yourself and your Spouse only</i>	<ul style="list-style-type: none"> Your Spouse assumes your Notional Account and can use it to reimburse expenses for him/herself until it is exhausted. 	<ul style="list-style-type: none"> When your Spouse dies, any remaining balance is forfeited (regardless of whether or not he or she has remarried).
<i>Yourself, your Spouse and any Eligible Dependent Child(ren)</i>	<ul style="list-style-type: none"> Your Spouse assumes your Notional Account and can use it to reimburse expenses for him/herself and your children until it is exhausted. 	<ul style="list-style-type: none"> When your Spouse dies, any balance is transferred to your child(ren) or the custodian for a minor child (regardless of whether or not your Spouse has remarried). It is in the oldest child's name and can be used to reimburse expenses for any of your eligible children until it is exhausted or until there are no longer any eligible children. When there are no longer any eligible children, any remaining balance is forfeited.
<i>Yourself and any Eligible Dependent Child(ren)</i>	<ul style="list-style-type: none"> Your child(ren) or the custodian for a minor child assumes your Notional Account and can use it to reimburse expenses until it is exhausted. It is in the oldest child's name and can be used to reimburse expenses for any of your eligible children until it is exhausted or until there are no longer any eligible children. 	<ul style="list-style-type: none"> When there are no longer any eligible children, any remaining balance is forfeited.
<i>Yourself and your Domestic Partner only</i>	<ul style="list-style-type: none"> Your Domestic Partner assumes your Notional Account and can use it to reimburse expenses for him/herself until it is exhausted. The fair market value is treated as imputed income for tax purposes, if appropriate. Your Domestic Partner may not add new Dependents. 	<ul style="list-style-type: none"> When your Domestic Partner dies, any remaining balance is forfeited.
<i>Yourself, your Domestic Partner and any Eligible Dependent Child(ren)</i>	<ul style="list-style-type: none"> Your Domestic Partner assumes your Notional Account and can use it for him/herself and your child(ren) to reimburse expenses until it is exhausted. The fair market value is treated as imputed income for tax purposes, if appropriate. Your Domestic Partner may not add new Dependents. 	<ul style="list-style-type: none"> When your Domestic Partner dies, any balance is transferred to your child(ren) or the custodian for a minor child. It is in the oldest child's name and can be used to reimburse expenses for any of your eligible children until it is exhausted or until there are no longer any eligible children. When there are no longer any eligible children, any remaining balance is forfeited.

As of the date that no individual (such as an eligible **Spouse/Domestic Partner** or an **Eligible Dependent Child**) is eligible for reimbursement of **Covered Expenses** from your **Notional Account**, any balance remaining in your **Notional Account** is forfeited. Forfeitures are treated by the Company in a manner that complies with applicable provisions of ERISA and the Internal Revenue Code.

Claiming Benefits

Deadline for Submitting Claims for Reimbursement

Claims for reimbursement must be received within 12 months from the date the eligible expense was incurred. Claims submitted more than 12 months after that date will not be reimbursed.

Note: If you die, your surviving **Spouse/Domestic Partner** or eligible children can submit a claim reimbursement for eligible expenses you incurred before your death.

Standards for Documentation of Expenses

A receipt, with a reimbursement claim form, for qualified expenses must be submitted to Benefit Concepts, Inc., the RHRA third-party administrator, for reimbursements to be made from your **Notional Account**. A receipt **MUST** include:

- A copy of a premium statement detailing the company providing the benefits, type of benefit being provided, individual covered under the Plan, premium amount due and period being billed.
- A copy of a bill from a medical provider detailing type of service provided, individual being treated, date of service and amount due.
- An explanation of benefits from your health insurance carrier detailing charges made and your portion of the expense.

To obtain a claim form, access Benefit Concepts' website, www.avantserve.com. Submit claims by following the procedure as outlined on www.avantserve.com, or by mailing claims to:

Benefit Concepts, Inc.
P.O. Box 90
Barrington, RI 02806-0090

Determinations

You will receive a determination on your claim within 30 days of the date it is received by Benefit Concepts, the Claims Administrator. Under certain circumstances, Benefit Concepts may require an extension. If Benefit Concepts needs more time, you will receive a written notice before the initial 30-day period expires. The extension will not be for more than 15 additional days. If additional information is needed to review your claim, you will receive a written request for the information, specifying the information needed and explaining why it is needed. You will have 45 calendar days from the date of the notice to provide the required information.

Once approved, claims are paid weekly or as soon as administratively feasible. If you file a claim online or by mail (for a paper claim), your claim must be received, reviewed and approved by 5 p.m. ET the day before the assigned check processing day to be reimbursed that week. If your claim is received after 5 p.m. ET, your reimbursement will be processed the following week.

If you do not receive reimbursement within 30 days, consider your claim denied. You will receive a written notice of denial including:

- The specific reason(s) for the denial;
- Specific reference to the provisions(s) of the Plan upon which the denial is based; and
- Notice of your right to appeal the denial.

Direct Deposit Capabilities

If you would like to have reimbursement by direct deposit to your bank account instead of by a check mailed to you, access Benefit Concepts' website, www.avantserve.com, to obtain a Direct Deposit Authorization Form.

Appeals Procedures

You have the right to receive, upon request and free of charge, reasonable access to and copies of, all documents, records and other information relevant to the claim.

Level One: Claim Review

If the decision to deny a request for reimbursement is not explained to your satisfaction or you have additional information you believe may change the decision, you must file a request for a claim review by sending a written request to Benefit Concepts within 180 days of the original denial. The request for the review must include:

- A copy of the denial;
- Any additional documentation that supports the request for reimbursement (such as: written comments, documents, records or any other information you feel will support your request); and
- The specific reasons why you think the request for reimbursement should be reconsidered and approved.

Exception: Direct appeals related to Plan eligibility matters to the Claims Review Committee. If the matter is not resolved to your satisfaction, you may direct appeals to the Plan Administrative Committee. Both may be contacted at: MassMutual Benefits, 1295 State Street, F105, Springfield, MA 01111-0001.

Decisions on Review

You will receive information about the final determination in writing within 30 days from when your review is requested. The 30 days may be extended for up to an additional 30 days if special circumstances warrant an extension of time. You will be notified in writing if an extension is required.

Level Two: Appeal Procedure

If you are dissatisfied with the claim review decision, you may request a review upon written application to the Plan Administrative Committee. Your appeal must be made in writing within 180 days after receipt of the decision on review. If you do not appeal on time, you will lose the right to appeal the denial and may also lose the right to file suit in court. Your written appeal should state the reasons that you feel your claim should not have been denied. It should include any additional facts and/or documents that you feel support your claim. You will have the opportunity to ask additional questions and make written comments, and you may review (upon request and free of charge) documents and other information relevant to your appeal.

Your appeal will be reviewed and decided by the Plan Administrative Committee or other entity designated in the Plan in a reasonable time, not later than 60 days after the Plan Administrative Committee receives your request for review. The Plan Administrative Committee may, in its discretion, hold a hearing on the denied claim. Any medical expert consulted in connection with your appeal will be different from and not subordinate to any expert consulted in connection with the initial claim denial. The identity of a medical expert consulted in connection with your appeal will be provided. If the decision on review affirms the initial denial of your claim, you will be provided with a notice of adverse benefit determination on review, which includes:

- The specific reason(s) for the decision on review;
- The specific Plan provision(s) on which the denial is based;
- A statement of your right to review (upon request and at no charge) relevant documents and other information;

- If an “internal rule, guideline, protocol or other similar criterion” is relied on in making the decision on review, then a description of the specific rule, guideline, protocol or other similar criterion that was relied on and a copy of such rule, guideline, protocol or other criterion will be provided free of charge to you upon request; and
- A statement of your right to bring suit under ERISA Section 502(a).

Legal Action

This Plan is governed by ERISA. You have the right to bring a civil action under ERISA Section 502(a) if you are not satisfied with the outcome of the appeals procedure. In most instances, you may not initiate a legal action against the Plan until you have completed the appeal process. If your appeal is expedited, there is no need to complete the process before bringing legal action.

You have 180 days from the date the claim was denied to file your appeal. No action may begin more than one year after the date of your claim.

COBRA Access to the RHRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, as amended, allows you and your **Dependents** to temporarily continue coverage/access to an RHRA if coverage/access would end due to certain instances, specified below as qualifying events. Continuation must be elected in accordance with the rules of the Plan and is subject to federal law, regulations and interpretations.

Continuation of Coverage/Access

Once you have met age and service requirements and you retire, COBRA coverage (or COBRA-like coverage for your **Domestic Partner** and/or your **Domestic Partner’s** children) is available to your **Dependents** if they are listed as reimbursable **Dependents** and their coverage/access would otherwise end because of one of the following:

- Your death (see the [Death](#) section);
- Your divorce or annulment of your marriage (you must send MassMutual Benefits a copy of your divorce decree or other form of documentation proving you are divorced within 60 days of the date of your divorce);
- Your child becoming ineligible for coverage/access (you must notify MassMutual Benefits within 60 days of the date your child becomes ineligible); or
- Your **Domestic Partner** or your **Domestic Partner’s** child(ren) becomes ineligible for coverage/access.

COBRA coverage/access for your **Dependent** continues for up to 36 months if your **Dependent’s** coverage/access would otherwise end due to:

- Your divorce or marriage annulment; or
- Your child(ren) becomes ineligible.

In addition to the above, if you lose your RHRA access within one year before or after the company declares Chapter 11 bankruptcy and the company continues to offer any other health care benefits, this is a qualifying event entitling you and any of your **Dependents** covered under the Plan the day before the event to elect COBRA continuation coverage. In this situation, your coverage may continue until your death. Coverage for your **Dependents** may continue until the earlier of:

- The exhaustion of the RHRA account balance;
- Their death; or
- 36 months after the date of your death.

If your **Dependents** elect to continue coverage/access under COBRA, they will be required to pay 102% of the cost of coverage/access in **After-Tax** dollars (100% of the fair market value of the RHRA account plus a 2% administrative fee). Individual cost information will be provided in your COBRA packet.

Electing COBRA

A third party administers COBRA. The COBRA third-party administrator (TPA) will provide your **Dependents** with information about how to continue COBRA coverage/access to an RHRA at the time your **Dependents** become eligible. COBRA notification is sent by first class mail within 14 calendar days of notification of the qualifying event. In the case of a divorce or the ineligibility of a child, you or your **Dependent(s)** must notify MassMutual Benefits within 60 days of the COBRA qualifying event. The COBRA TPA will provide costs and information about how to continue COBRA coverage at the time you become eligible.

Dependents who want to elect COBRA coverage/access to an RHRA must do so no later than 60 days after the date the Plan coverage ends or 60 days after the date of the notice of COBRA rights and election forms are mailed to them by the COBRA TPA, whichever is later. Payment must be made within 45 days of the date you elect COBRA.

When COBRA Ends

COBRA coverage/access to an RHRA ends when one of the following events occurs:

- The COBRA period ends (18, 29 or 36 months, depending on the event);
- Payment for coverage is not paid on a timely basis;
- MassMutual stops offering the RHRA;
- The RHRA account balance is exhausted;
- The person who elected COBRA becomes covered under another group medical plan and meets any pre-existing condition prohibitions or limitations; or
- The person who elected COBRA becomes entitled to Medicare after COBRA coverage has started (**Dependents** may be eligible for continued COBRA coverage).

Conversion Rights

If your **Dependents** do not elect COBRA, eligibility for the RHRA will end.

Portability of Coverage

In accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, you will receive a certificate confirming your participation in the Plan when your coverage ends. Certificates also can be obtained on request.

General Provisions

- By being covered under this Plan, you and your eligible **Dependents** accept all of the terms, conditions and provisions of this Plan.
- The benefits of this Plan are not transferable and may not be assigned to any third party.
- The Plan Administrator (or carrier) may adopt reasonable policies, procedures, rules and interpretations to promote the orderly and efficient administration of this Plan.
- If any portion of this Plan is or becomes, for any reason, invalid or unenforceable, that portion will be ineffective only to the extent of the invalidity or unenforceability and the remaining portion or portions will nevertheless be valid, enforceable and of full force and effect.
- This Plan will be governed by and construed in accordance with the Employee Retirement Income Security Act (ERISA) and any applicable state laws.
- You and the Plan Sponsor agree to cooperate with the claims administrator and to follow the claims administrator's policies, procedures and instructions in all administrative matters required for the orderly administration of the Plan.

Administrative Information

Health Insurance Portability and Accountability Act of 1996

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires, among other things, that health plans protect the confidentiality and privacy of individually identifiable health information. A description of a **Member's** HIPAA privacy rights is found in the [Notice of HIPAA Privacy Practices: MassMutual Health Plans](#), which has been distributed to Plan **Participants**. This Notice is also available from MassMutual Benefits.

The Plan and those administering it will use and disclose health information only as allowed by federal law. If you or any **Member** has a complaint, questions, concerns or requests a printed copy of the [Notice of HIPAA Privacy Practices: MassMutual Health Plans](#), you may contact the Compliance Officer in the Plan Administrator's office.

Plan Information

The information presented in this SPD is intended to comply with the disclosure requirements of the regulations issued by the U.S. Department of Labor under the Employee Retirement Income Security Act (ERISA) of 1974.

Plan Name and Number

MassMutual Retired Employee Welfare Benefits Plan, 545

Plan Administrator

The Plan Administrator is the Plan Administrative Committee, which is appointed by MassMutual's Chief Executive Officer. The Plan Administrative Committee has the authority to control and manage the operations and administration of the Plan. You can reach the Plan Administrative Committee at:

Massachusetts Mutual Life Insurance Company
MassMutual Benefits
1295 State Street, F105
Springfield, MA 01111-0001
866-662-6448

Plan Sponsor

Massachusetts Mutual Life Insurance Company
1295 State Street, F105
Springfield, MA 01111-0001
866-662-6448

Employer Identification Number (EIN)

The EIN of Massachusetts Mutual Life Insurance Company is 04-1590850.

Plan Year

The **Plan Year** is January 1 through December 31.

Agent for Service of Legal Process

General Counsel of Massachusetts Mutual Life Insurance Company
1295 State Street
Springfield, MA 01111-0001

If legal action is necessary to settle a claim, any action may also be served upon the Plan Administrator.

Plan Type and Funding

This Plan is a welfare plan health reimbursement arrangement providing reimbursement for certain qualified expenses. Your benefits are based on the credits in your account, which are credited by the Company and include interest earned.

Claims Administrator

The claims administrator is Benefits Concepts, Inc. Refer to the [Contact Information](#) section for details. The claims administrator has full discretion and authority to determine claims and appeals arising under this Plan. However, after exhausting Benefits Concepts' claims and reviews process, if you are dissatisfied with the claim review decision, you may request a review upon written application to the Plan Administrative Committee.

Type of Administration

This Plan is administered by a third-party administrator. The third-party administrator is Benefits Concepts, Inc. Refer to the [Contact Information](#) section for details.

Continuation of the Plan

At this time, the Company expects to continue sponsoring the Plan. However, the Company reserves the right to terminate, modify, amend or suspend the benefit plans, in whole or part, at any time and from time to time. This may result in modification or termination of benefits to **Participants**. You will be notified, in writing, of any change or if the benefit ends.

ERISA Rights

As a Plan **Participant**, you are entitled to certain rights and protections under the Employee Retirement Income Security Act (ERISA) of 1974, as amended. ERISA provides that you are entitled to the rights described in this section.

Receive Information about Plan and Benefits

You have the right to:

- Examine, without charge, at the Plan Administrator's office or other specified locations, such as worksites, all documents governing the Plan. These include any insurance contracts and copies 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 (EBSA).
- Obtain, upon written request, copies of documents governing the operation of the Plan. These include any insurance contracts and copies of the latest annual report (Form 5500 series) and current Summary Plan Description. A reasonable charge may be required for the copies.
- Receive a summary of the Plan's annual financial report (summary annual report), which is required by law to be provided to each **Member**.

Continue Group Health Plan Coverage

You also have the right to:

- Continue RHRA access/coverage for yourself and your **Dependents** if there is a loss of coverage as a result of a qualifying event. You or your **Dependents** may have to pay for this coverage. You will be provided with more information regarding your COBRA coverage rights.
- Reduce or eliminate exclusionary periods of coverage for pre-existing conditions under a group health plan if you have creditable coverage from another plan. You should be provided with a certificate of creditable coverage, free of charge, from the Plan when:
 - You lose Plan coverage, including the loss of coverage due to reaching an overall Plan lifetime maximum;
 - You become entitled to elect COBRA coverage; or
 - Your COBRA coverage ends.

You may request the certificate of creditable coverage before losing coverage or within 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a pre-existing condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

If your claim for a 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. However, you may not begin any legal action, including proceedings before administrative agencies, until you have followed and exhausted the Plan's claim and appeal procedures.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of a Plan document or the latest annual report and do not receive it 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 Plan Administrator's control.

If you have a claim that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court. If you believe that Plan fiduciaries have misused the Plan's money or if you believe that you have been 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 if, for example, it finds your claim is frivolous.

Assistance with Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about your rights under ERISA or if you need assistance in getting documents from the Plan Administrator, you should contact the nearest EBSA office or the national office at:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue NW
Washington, DC 20210
866-444-3272

For more information about your rights and responsibilities under ERISA or for a list of EBSA offices, contact EBSA by visiting their website at www.dol.gov/ebsa.

Dictionary Terms

After-Tax or Post-Tax

Contributions taken after applicable federal, state and/or local taxes are withheld.

Coinsurance

The percent of charges that you and the Plan pay for **Covered Expenses**.

Covered Expenses

Health care services or supplies for which this Plan provides benefits.

Deductible

The annual amount you must pay before the Plan begins to pay most benefits.

Dependents

Eligible **Dependents** include your:

- Current **Spouse** (same-sex or opposite-sex, but not including an ex-**Spouse**) or **Domestic Partner** (as defined below); and
- **Eligible Dependent Child(ren)** (as defined by the Plan).

MassMutual reserves the right to verify a **Dependent's** eligibility status for Plan coverage at any time, or from time to time by requiring you to provide supporting documentation. Failure to provide supporting documentation may result in loss of coverage.

Domestic Partner

An eligible **Domestic Partner** is someone of the same or opposite sex who:

- Has lived together with you as a domestic partner for at least 12 consecutive months before enrollment in the Plan;
- Is at least 18 years old;
- Is not legally married to or separated from anyone else;
- Is not related any closer than would make a marriage illegal;
- Is your sole domestic partner and intends to remain so indefinitely;
- Shares financial responsibilities and expenses with you; and
- Has resided together with you as if married and intends to do so indefinitely.

Eligible Dependent Children

The following children, without further requirement, through the end of the month in which the child turns age 26, are eligible:

- Your son;
- Your daughter;
- Your stepson;

- Your stepdaughter;
- Legally adopted;
- Lawfully placed with you for legal adoption; or
- A foster child placed with you by an authorized placement agency or by judgment, decree or other order of any court of competent jurisdiction.

Additional Eligible Dependent Children

In addition, **Eligible Dependent Children** include:

- A child for whom you are the legal guardian (**Note:** Generally, legal guardianship ends at age 18);
- A child for whom the court has issued a **Qualified Medical Child Support Order (QMCSO)**; and
- Your **Domestic Partner's** child, if your **Domestic Partner** is covered under the Plan.

In addition to the above requirements, any additional **Eligible Dependent Child's** principal residence must be the same as your residence for six or more months of the calendar year. However, full-time student's principal residence is considered to be his/her parent's address, even if living on- or off-campus.

Member or Participant

A person enrolled in and covered by this Plan, including you and your eligible **Dependents**.

Notional Account

An accounting term that means a bookkeeping account that reflects your interests in the RHRA.

Plan Year

A period commencing on the effective date of the Plan or on any subsequent plan anniversary and continuing through the last day preceding the next succeeding Plan anniversary. For this Plan, the **Plan Year** is the 12-month period from January 1 to December 31.

Qualified Medical Child Support Order or QMCSO

A judgment, decree or order that meets all of the following criteria:

- Is issued by a court pursuant to a domestic relations law or community property law
- Creates or recognizes the right of an alternate recipient to receive benefits under a parent's group health plan
- Includes certain information relating to the **Participant** and alternate recipient

Spouse

Your legally married husband or wife.

Note: If you have a same-sex **Spouse** and reside in a U.S. jurisdiction in which it is recognized, federal and state tax treatment may vary.