



**Sprint Flex Plans
Eligibility and Enrollment Section
Effective January 1, 2020**

Sprint Flex Plans

Except as superseded by any insurance policies/certificates provided by any applicable insurer, this Section is part of a Summary Plan Description for the following Sprint flexible welfare benefit plans (Sprint Flex Plans):

- **Group Health Plans**
 - Medical Plans (including prescription drug coverage)
 - Basic Plan
 - Core Plan
 - Health Account Plan
 - HMO Medical Plans
 - TRICARE Supplement Medical Plan
 - Dental Plan
 - Vision Plan
 - Health Care Flexible Spending Account Plan
- **Dependent Care Flexible Spending Account Plan**
- **Supplemental Employee Life Insurance Plan**
- **Supplemental Dependent Life Insurance Plan**
- **Accidental Death and Dismemberment (AD&D) Plan**
- **Supplemental Long-Term Disability Plan**
- **Legal Services Plan**

NOTE: This document does not cover the eligibility and enrollment, if any required, for your other Sprint benefits, such as Retirement and Wealth (401(k), Pension, ESPP, Deferred Compensation), Discounts (e.g., Phone Programs), Other Benefits (e.g., Auto/Home/Pet insurance, universal life, accident (Aflac)), PTO, incentive compensation or equity awards. For this information, please visit [i-Connect>Life and Career> Benefits>Benefits Plan Information>Benefits Overview](#).

Who Is Eligible To Participate

This Section provides important details about who is eligible to participate in and enrollment rules for the Sprint Flex Plans, sponsored by Sprint Communications, Inc, ("Sprint"), a wholly-owned US subsidiary of Sprint Corporation. This Section will use the terms "we," "our" or "us" to refer to, as the context requires, Sprint or its wholly-owned US subsidiary that is a participating employer in the applicable Sprint Flex Plan and the terms "you" or "your" to refer to our employees eligible to participate in a Sprint Flex Plan as described below (and their Eligible Dependents, as applicable).

Employees

You are eligible to participate in the Sprint Flex Plans if you are classified on our payroll records as:

- our regular, common law employee; and
- regularly scheduled to work 20 or more hours per week; and
- not on a personal leave of absence exceeding 30 consecutive calendar days.

A regular, common-law employee does not include an individual classified in our payroll records as an intern, temporary employee or temporary worker

or contractor, even if a court, administrative agency or other person or entity determines such an individual is a common law employee.

In addition:

- for Life Insurance/AD&D only, you must be a U.S. citizen or resident of the U.S. and not a resident of Puerto Rico; and
- You are not eligible to participate in the Health Care Flexible Spending Account (“FSA”) if you are rehired after 30 consecutive calendar days after your termination of employment, or return from an unpaid leave of absence (except extended military) of more than 30 consecutive calendar days, or have an increase in regularly scheduled hours per week to 20 or more, if within the same calendar year of your prior Sprint Health Care FSA coverage (not COBRA-continued) ending.

Your “Eligible Dependents”

If you (and for this section, “you” means the Employee) participate in a Sprint Medical, Dental, Vision, Life or AD&D Plan, you may also cover your Eligible Dependents, defined below, under that plan.

You may not cover any person who does not meet the definitions below. Enrolling, attempting to enroll or maintaining enrollment for ineligible persons is considered misrepresentation or fraud, which is prohibited by the Sprint Flex Plans and will result in (a) the immediate end of coverage for such person retroactive to the date of the person’s ineligible coverage and your obligation to repay any benefits paid after that date by a Sprint Flex Plan on behalf of such person and (b) applicable employment and/or income tax consequences.

We, our applicable third party administrators or our insurers may from time to time **require proof, satisfactory in our/their sole judgment, that a person you have enrolled for coverage is an Eligible Dependent.** Minimum proof documents are listed below (you may redact (black out) personal financial information). You will be given 45 calendar days to provide satisfactory proof; **failure to timely do so is considered your admission of misrepresentation or fraud as to the eligibility of the person whose eligibility is not proved, with the consequences described above.**

Fax the required documentation to 866-523-8544. If your request to cover an individual is denied, see the [Legal Information Section](#) for information on your rights to appeal that determination.

Eligible Dependents Defined and Proof Requirements

Spouse

Spouse – a Spouse is the person to whom you are legally *married* (not a civil union or domestic partnership) under the laws of any state or foreign country. **Minimum proof requirements** are a copy of your most recently filed **federal tax return**; and a copy of your **marriage certificate under the applicable state law.**

Tax Return Requirement. Your most recently filed federal tax return must be for the calendar year immediately preceding our deadline for providing unless it is unavailable solely because such deadline is before your return filing deadline, in which case you must provide your return for the previous tax year (and timely-filed extension application if applicable).

If your filing status was not married filing jointly or married filing separately, showing your Spouse, further documentation will be required, unless a return with a married filing status is unavailable because our deadline for providing is before the filing deadline for your first required return filing as married or neither you nor your Spouse earned income for any prior tax year during which you were married.

Marriage Certificate Requirement. A copy of your marriage certificate may be obtained by contacting the vital records department of the state in which you obtained your license.

If you were not statutorily/ceremonially married, but are married according to common law in the states below, you must instead provide a document evidencing your joint residency, dated at least one year before your Spouse's Benefit Effective Date (or grandfather date, if applicable), showing both your and your Spouse's name at the same address, such as a residential lease agreement, mortgage statement or other loan statement or coupon, a bank or credit card statement, a property tax statement, a utility bill, or both parties drivers' licenses.

Jurisdictions currently recognizing common-law marriages are AL, CO, DC, IA, KS, MT, RI, SC, TX and UT, as well as the Navajo Nation Tribe and the Pueblo of Acoma Tribe. Jurisdictions that recognized the creation of common-law marriages before the date indicated ("grandfather date") are GA (1/1/97), ID (1/1/96), OH (10/10/91), OK (11/1/98), and PA (1/1/05).

Domestic Partner

Domestic Partner – a Domestic Partner (DP) is your same- or opposite-sex partner with whom you have:

- Registered with any state or local governmental domestic partner registry or its equivalent (such as a civil union registry);

or

- Met the following criteria:
 - You are both are at least 18 years old and legally competent to consent to the DP relationship;
 - You are not related to each other by blood;
 - You are in an exclusive committed relationship similar to marriage and intend to remain so indefinitely but are not married under federal law to each other or any other person;
 - You have not ended any federally recognized marriage or any domestic partnership with each other or any other person or covered a former spouse or domestic partner on a Sprint Plan, for at least 12 months"

- You have resided together continuously for at least 12 months and intend to reside together indefinitely;
- You share joint responsibility for each other’s common welfare or financial obligations; and
- You are not domestic partners for the sole purpose of obtaining Sprint benefits.

Minimum proof requirements* are

- For registered Domestic Partners:
 - A copy of your domestic partnership registration or certificate (or the equivalent document issued by the jurisdiction in which you registered).
- For non-registered Domestic Partners:
 - [Sprint Affidavit of Domestic Partnership](#) certifying to the above eligibility criteria, and
 - a document, **dated at least 12 months before your DP’s Benefits Effective Date** showing your **joint residency** with your DP. (Example: Benefit Effective Date 1/1/2017, joint residency or joint financial document must be dated 1/1/2016 or prior); and
 - if not indicated in the joint residency document, additional document showing **joint financial or welfare responsibility**.

Joint residency requirement. You may submit one document showing both parties’ names or two documents, showing a party’s name on each, at the same address. Examples include:

- third party residential lease agreement;
- mortgage statement or other third party loan statement or coupon;
- bank or credit card statement;
- property tax statement;
- utility bill; and
- both parties’ drivers’ licenses

Joint responsibility requirement. In addition to the above (where both names are on the same document), examples of joint responsibility documents include:

- a will naming your DP as primary beneficiary;
- a form designating your DP as health care power of attorney; and
- a co-parenting agreement or an adoption agreement with your DP.

* Any requirements for proof of relationship and waiting periods applied to registered Domestic Partners will also be applied to marriages.

Child - a Child is a person from life birth up to age 26* who is:

- your, your Spouse’s or DP’s* biological, legally adopted or step child;
- placed for adoption or otherwise placed by court order or placement agency (e.g., foster children, under legal guardianship) with you, your Spouse or your DP; or
- a child who is an “alternate recipient” pursuant to a Qualified Medical Child Support Order (QMCSO) per the QMCSO Procedures in the [Legal Information](#) Section.

Child

Minimum proof requirements are, showing both you (or Spouse/DP as applicable) and the Child, and the Child's birth date/age, a copy of one of the following:

- birth certificate;
- baptismal certificate;
- paternity/maternity test;
- court adoption or guardianship order; or
- placement agreement.

If no birth date/age is indicated in the above, minimum proof includes a copy of government documentation (e.g., driver's license, city clerk notice with official seal documenting birth date, or state issued birth registration card) showing date of birth or age. Also, if the Child is not your child, Spouse or DP documentation is required.

*Or your, your Spouse's or DP's (if DP also enrolled) biological or legally adopted child is age 26 or more who is totally disabled and was covered under an applicable Sprint Medical Plan immediately before turning age 26 and continuously covered thereafter ("Disabled Child"). Minimum proof requirements for a Disabled Child are the above documentation and a statement from the Child's health care provider that the Child is unable to engage in any substantial gainful activity because of a medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a period of not less than 12 months.

Duplicate Coverage

Please note that no person, including you, may be double-covered under a Sprint Group Health Plan as:

- both an employee and a Dependent or
- a Dependent of two employees.

If both you and another Sprint employee are hired at the same time or both elect coverage during Annual Enrollment for a dependent not currently covered under a Sprint Group Health Plan, which results in dual coverage, Sprint will request you both to agree on the controlling election with respect to that coverage. If this request is not met timely, the latest election will control, retroactive to the Benefits Effective Date.

If a dependent child is currently covered under a Sprint Group Health Plan and another Sprint employee enrolls the dependent child (as the result of New Hire or Annual Enrollment elections), resulting in dual coverage, the earliest election will control.

If a dependent child or spouse is currently covered under a Sprint Group Health Plan and becomes employed by Sprint, Sprint will request you both to agree on the controlling election with respect to that coverage.

Persons may, however, be double- covered under the FSA, Life Insurance, AD&D and Legal Services as:

- both an employee and a Dependent or
- a Dependent of two employees (except for the Legal Services Plan).

Enrollment

For tax and other reasons, your enrollment in or waiver of coverage under any Sprint Flex Plan is a binding election for the entire calendar year (or remainder of the year, as applicable), unless you experience a Life Event permitting a mid-year election change as described in the [Life Events Section](#). Regular enrollment periods and rules are:

WHO	Current Employees	New Hires (See below)
WHAT	Annual Enrollment – each fall employees may enroll or re-enroll in, or waive Sprint Flex Plans coverage for the following calendar year without any waiting period or proof of insurability (except for certain life insurance coverage levels, as described in the applicable materials)	New Hire Enrollment – as a newly-hired employee (working 20 or more hours) you become eligible for coverage in the Sprint Flex Plans on and effective beginning the 30th consecutive calendar day after your date of hire (except for Supplemental LTD, which is effective as of the first calendar day in which you are actively at work immediately after you complete 12 months of employment)
NOTIFICATION	Annual Enrollment materials published via www.sprint.com/benefits or at <i>i-Connect > Life & Career > Benefits > Benefits Enrollment</i>	<ul style="list-style-type: none"> New Hire Enrollment materials published via www.sprint.com/benefits or at <i>i-Connect > Life & Career > Benefits > Benefits Enrollment</i>
ENROLLMENT PROCEDURE	Follow the applicable links on <i>i-Connect > PeopleSoft Employee Self Service > Benefits > Benefits Enrollment</i>	Follow the applicable links on <i>i-Connect > PeopleSoft Employee Self Service > Benefits > Benefits Enrollment</i>
ENROLLMENT DEADLINE	End of Published Annual Enrollment Period	30 th consecutive calendar day after your date of hire
AUTOMATIC DEFAULT COVERAGE	<p>If you do not enroll in or waive coverage in the Sprint Flex Plans by the applicable deadline, you will automatically be enrolled in and will have to pay for, as applicable:</p> <p>For the entire next calendar year</p> <ul style="list-style-type: none"> all of your prior year Sprint Flex Plans that are still available in the new calendar year (except for Flexible Spending Accounts, which require enrollment every year), and/or a replacement plan as described in the applicable Annual Enrollment materials if a prior year Sprint Flex Plan will not be available in the new calendar year 	<p>Effective on the 30th consecutive calendar day after your date of hire through the entire rest of the calendar year</p> <ul style="list-style-type: none"> Life Insurance: 1X Salary (up to \$50,000) Employee Life Insurance coverage for you only AD&D: 1X Salary (up to \$50,000) coverage for you only

	You will not be eligible for any other Sprint Flex Plan benefit until the next Annual Enrollment period, unless you experience a Life Event permitting a mid-year Benefit Change.
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“New Hires” includes employees who:

- have an increase in regularly scheduled hours per week to 20 or more; or
- return from an unpaid leave of absence (except extended military) of more than 30 consecutive calendar days; or
- are rehired from prior Sprint employment and that prior employment was less than 30 consecutive calendar days; or
- are rehired from prior Sprint employment more than 30 consecutive calendar days after their termination date.*

“New Hires” excludes employees who:

- return from any extended military leave of absence or from any personal leave of absence within 30 consecutive calendar days; or
- are re-hired within 30 consecutive calendar days after their termination date. Instead, these employees will be re-enrolled automatically, retroactive to their prior termination date, in their previous Sprint Flex Plan benefits.

Your benefits enrollment must be completed by **11:59 p.m. CT** on the applicable deadline. **It is your responsibility to ensure that Employee Self Service (ESS) reflects the enrollment you elected so you need to check your pay advice and ESS regularly.**

* Termination date is:

- Your last day worked; or
- If you are Retirement eligible, as defined in the Sprint Retirement Pension Plan, an adjusted date of termination due to receiving additional service for accrued, unused PTO, after your separation pay period ends.

Enrollment Appeals

Sprint voluntarily provides an opportunity for you to appeal any Sprint Flex Plan enrollment or denial thereof by filing a written request for review to Sprint’s Health & Productivity Group within 60 consecutive calendar days after the date of the applicable enrollment deadline. **Appeals filed after 60 consecutive calendar days after the applicable enrollment deadline will not be reviewed.**

Appeals must be sent to Sprint Health and Productivity Benefits, ATTN: Benefit Appeals, at:

Sprint’s Intranet: Type ehticket in your i-Connect browser

POSTAL SERVICE: KSOPHL0210-2B412
6360 Sprint Parkway
Overland Park, KS 66251

FAX: 866-523-8544

Interoffice Mail: KSOPHL0201-2B412

Appeals must include documentation supporting your request to enroll or change your benefit election – specifically as to missed deadlines, either proof of your meeting the deadline or extenuating circumstances for your failure to meet the deadline.

If you have any questions about this process, please contact the Employee help Line at 800-697-6000

The decision rendered on your appeal is final and binding. There is no further or other process for appeal.

Full time New Hire Enrollment Example:

Hire date	Enrollment Deadline	Appeal Deadline
April 1 st	May 1 st (30th consecutive calendar day after date of hire)	June 30 th (60 th consecutive calendar day after enrollment deadline)

Annual Enrollment Example:

Enrollment Period	Enrollment Deadline	Appeal Deadline
Determined each year	Last day of enrollment period	60 th consecutive calendar day after enrollment deadline

Costs

You are required to pay some or all of the cost of coverage under the Sprint Flex Plans. Contribution amounts for your portion are available in the Benefits Enrollment Guide and/or on the on-line enrollment system on ***i-Connect > PeopleSoft Employee Self Service > Benefits>Benefits Enrollment.***

Most of the Sprint Flex Plans are offered on a “pre-tax” basis, meaning that you can pay for your portion of the coverage cost through payroll deductions from your before-tax income. The following, however, are offered only on an “after-tax” basis, meaning that you pay for your portion of the cost of such coverage through payroll deductions from your after-tax income:

- Life and ADD Insurance and the Group Legal Services Plan, and
- Other coverage for your DP and your DP’s Child who is not also your Child (“DP Excepted Individuals”), and
- Other coverage for your same sex Spouse (and any children not also your Children) with respect to only state taxable wages reported in a state not recognizing such marriage (“Same Sex Marriage Excepted Individuals”).

Also, as a general rule, Sprint’s portion of the coverage cost is not considered taxable income to you. The exception to this rule is that Sprint’s portion of the cost of coverage for

- DP Excepted Individuals is considered taxable income to you; and
- Same-Sex Marriage Excepted Individuals is considered state taxable income to you.

This taxable income is subject to applicable withholding taxes.

Medical/Prescription Drug Plans Healthy Living Discount*

The Healthy Living Discount (HLD) for Sprint medical/prescription drug plans premiums is designed to support your overall health and well-being by providing resources to foster and encourage a healthy lifestyle. The HLD is only available to full time eligible employees (30 – 40 hours). Each year, the HLD will include activities that must be completed by the specified deadline. Refer to i-Connect by typing HLD in your browser for specific details and rules for new hires and life events.

Life Insurance Plans Non-Smoker Discount

When enrolling in Employee and/or Spouse/Domestic Partner (DP) Life Insurance coverage, you must select the appropriate option based on whether you/your covered Spouse/DP, if applicable, are a smoker or non-smoker. For Life Insurance Plans, a smoker is defined as anyone who will use a tobacco product during the applicable plan year such as cigars, cigarettes or chewing tobacco.

For Life Insurance, the smoker status is based upon the covered individual and not the household. For example, if you are a non-smoker but your Spouse smokes, the Employee Life Insurance will be at the non-smoker discount, but the Spouse Life Insurance will be at the smoker rate. The same rules for no longer meeting the tobacco free requirement above apply to the non-smoker status.

When Coverage Begins

Sprint Flex Plan coverage you elect begins on the “Benefit Effective Date” as follows:

- **For New Hires working 20 hours or more**, as of the 30th consecutive calendar day after your date of hire (subject to approval of evidence of insurability for certain life insurance coverage levels).
- **For Annual Enrollment**, as of the January 1 after the Annual Enrollment (subject to approval of evidence of insurability for certain increases in life insurance coverage levels).
- **For Life Events**, as described in the [Life Events Section](#).

When Coverage Ends

Sprint reserves the right to change or end a Sprint Flex Plan at any time and coverage would end prospectively from the date of any termination. Otherwise, coverage ends as of the earlier of the end of the:

- applicable calendar year if you so elect or do not re-enroll, as applicable, during the Annual Enrollment period for that year; or
- as described in the separate [Life Events Section](#) that is also a part of a Summary Plan Description for the Sprint Flex Plans, incorporated herein by reference on the Benefits site of i-Connect under Summary Plan Descriptions.

Legal Information and Other Sections

For important information on participating employers, plan identification, service of legal process, ERISA rights, including claims and appeals procedures, and other legally-required notices regarding the Sprint Flex Plans, see the separate [Legal Information Section](#) that is also a part of a Summary Plan Description for the Sprint Flex Plans, incorporated herein by reference on the Benefits site of i-Connect under Summary Plan Descriptions or at www.sprint.com/benefits.

For other information on changes in your elections, see the separate [Life Events Section](#) that is also a part of a Summary Plan Description for the Sprint Flex Plans, incorporated herein by reference on the Benefits site of i-Connect under Summary Plan Descriptions or at www.sprint.com/benefits.

For information on each individual benefit under a Sprint Flex Plan, see the applicable Coverage Information Section that is also a part of a Summary Plan Description for the applicable Sprint Flex Plan, incorporated herein by reference on the Benefits site of i-Connect under Summary Plan Descriptions or at www.sprint.com/benefits.