

**SUMMARY PLAN DESCRIPTION  
OF THE  
LINCOLN UNIVERSITY HEALTH PLAN**

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## **SECTION 1. INTRODUCTION**

This Summary Plan Description booklet, or "SPD," is intended to summarize for you the highlights of the medical and prescription and vision benefits (collectively "health benefits") available to eligible employees of Lincoln University who participate in the Lincoln University Health Plan and to their spouses and other dependents.

In order to be eligible for benefits under this Plan you are required to make an annual election to enroll for coverage. The details of such annual elections are described below in Section 3.

## **SECTION 2. SOME BASIC FACTS ABOUT THE PLAN**

### **A. NAME THE PLAN**

"Lincoln University Health Plan"

### **B. EMPLOYER / PLAN SPONSOR**

Lincoln University of the Commonwealth System of Higher Education  
1570 Baltimore Pike  
P.O. Box 179  
Lincoln University, PA 19352

### **C. PLAN SPONSOR EMPLOYER IDENTIFICATION NUMBER**

23-1352655

### **D. PLAN NUMBER**

Plan No. 501

### **E. PLAN ADMINISTRATOR**

Lincoln University of the Commonwealth System of Higher Education  
1570 Baltimore Pike  
P.O. Box 179  
Lincoln University, PA 19352

### **F. TYPE OF PLAN**

The Lincoln University Health Plan is a fully insured employee welfare benefit plan providing medical and prescription and vision benefits to eligible employees of Lincoln University. The medical and prescription and vision benefits are sometimes referred to as "group health plan" benefits.

### **G. "PLAN YEAR"**

The Plan operates on a calendar year, January 1 to December 31.

### **H. AGENT FOR SERVICE OF LEGAL PROCESS**

Legal papers and process issued by a court may be served upon the Administrator at the following address:

Director of Human Resources  
Lincoln University of the Commonwealth System of Higher Education  
1570 Baltimore Pike  
P.O. Box 179  
Lincoln University, PA 19352  
484-365-8059

## **I. TYPE OF ADMINISTRATION OF THE PLAN**

### **Plan Administration**

The Administrator of the Plan is Lincoln University of the Commonwealth System of Higher Education. The President of the University is designated by the Board of Trustees to act on behalf of the Plan Administrator. The President, in turn, has the power to delegate administrative duties relating to the Plan. The day-to-day contact at the University for the Plan is Ms. Sharon Houston, Administrative Assistant – Benefits, Office of Human Resources (484) 365-7594.

The principal duty of the Plan Administrator is to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan. The administrative duties of the Plan Administrator include, but are not limited to, interpreting the Plan, prescribing applicable procedures, determining eligibility for and the amount of benefits, and gathering information necessary for administering the Plan. The Plan Administrator, through the President, may delegate any of these administrative duties among one or more persons or entities.

The Plan Administrator has the discretionary authority to interpret the Plan in order to make eligibility and benefit determinations as it may determine in its sole discretion. The Plan Administrator also has the discretionary authority to make factual determinations as to whether any individual is entitled to receive any benefits under the Plan.

The University bears the incidental costs of administering the Plan.

### **Power and Authority of Insurance Company**

The Lincoln University Health Plan is administered by the Plan Administrator through fully insured HMO contractual arrangements with Aetna Health, Inc. ("Aetna" or "Insurer"). Certain important functions relating to the Plan's benefits are performed on behalf of the Plan by Aetna. These functions handled by Aetna include, but are not limited to, administration and processing of claims and claim appeals, determining eligibility for and the amount of any benefits payable, prescribing claims procedures to be followed and the claims forms to be used, administration of pre-treatment estimates, coordination of benefits, and customer service assistance.

Benefits are provided by Aetna through an HMO arrangement which generally requires referrals for certain treatment by a Primary Care Physician or, if elected at an annual or other enrollment period, through an "Open Access" arrangement allowing certain care to be received from an Aetna Participating Provider but without the need for a referral from a Primary Care Physician (i.e., "self-referred"). Medical benefits are processed by Aetna in accordance with the procedures highlighted in this SPD (including the Aetna Certificate of Coverage Booklet portion of this SPD described below in Section 16). The actual detailed terms of the insurance arrangement relating to the Plan as of July 1, 2008, however, are set forth in the applicable insurance contract documents between Lincoln University, as the Plan Sponsor/Employer, and Aetna. These contract documents, including any subsequent amendments, are considered Plan Documents of this Plan. Copies of the governing contract documents are available by contacting the Office of Human Resources.

Incorporated by reference at Section 16 of this SPD is an Aetna Certificate of Coverage Booklet and, if applicable, "Aetna Open Access Rider" amending that Booklet. Please note that different Aetna Booklets and Riders apply to employees who reside in different States. Please check whether the name of the State listed on the first page of the Certificate of Coverage Booklet and the Open Access Rider matches your state of residence. (These are hereinafter collectively referred to as the "Aetna Booklet.") If for any reason the incorrect Certificate of Coverage Booklet or Open Access Rider has not been provided to you directly from Aetna promptly after your becoming covered by this Plan, please contact the Office of Human Resources and the correct one will be immediately provided to you.

**IMPORTANT DISCLAIMER:** If the terms of this SPD conflict with the terms of the actual Aetna insurance contracts, then the terms of the insurance contracts will control, rather than this SPD, unless otherwise required by law.

The name and address for the Insurer are as follows:

Aetna Health, Inc.  
1425 Union Meeting Road  
PO Box 1445  
Blue Bell, PA 19422

### **Provider Networks**

If plan benefits differ depending on whether care is given by, or accessed through, a network provider, you may obtain, without charge, a listing of network providers from the Plan Administrator, or may obtain information regarding participating providers, including Primary Care

Physicians, in accordance with the provisions set forth in the "HMO Procedures" explanation in the Aetna Certificate of Coverage Booklet described in Section 16 below.

#### **J. FUNDING MEDIUM – WHERE THE MONEY COMES FROM TO OPERATE THE PLAN**

Insurance premiums for employees and their eligible family members are paid in part by the University out of its general assets and in part by employee contributions. Employee contributions are generally withheld from the participating employee's pay at Lincoln University on a pre-tax basis in accordance with the University's Premium Conversion Plan discussed below in Section 3(A). The University provides a schedule of the applicable premiums during the initial and subsequent open enrollment periods and upon request. Such employee contributions are on a monthly basis paid over to Aetna as premiums after being withheld from pay.

The amounts that the University and employee contribute to the Plan will be determined at the University's discretion from time to time, except that for employees who are in bargaining units represented by a union, the employee contribution rate may be determined by the applicable collective bargaining agreement.

### **SECTION 3. ELIGIBILITY AND PARTICIPATION REQUIREMENTS**

#### **A. ELIGIBILITY AND PARTICIPATION**

This Health Plan applies to eligible employees of Lincoln University, and their dependents. To the extent, but only to the extent, provided for in any applicable collective bargaining agreement, this Plan applies to employees of Lincoln University working in bargaining units represented by a union, and their dependents. Subject to the terms and restrictions of any applicable collective bargaining agreement for bargaining unit employees of the University, non-temporary common-law employees of the University are generally eligible to participate in the Lincoln University Health Plan provided that they: (1) work at least 20 hours per week for an indefinite duration or, for employees in the faculty category, teach at least 6 course credits per semester; and (2) elect Health Plan coverage, and make required employee contributions, in accordance with the terms of the Lincoln University Premium Conversion Plan. Whether or not you are entitled to "Open Access" is also determined by your elections. The Premium Conversion Plan is commonly referred to as a "cafeteria plan."

Information about the Lincoln University Premium Conversion Plan is provided to employees in a separate SPD. Information about the Premium Conversion Plan can also be obtained by contacting Ms. Sharon Houston in the University's Human Resources Department at (484) 365-7594.

Additional rules and details relating to the eligibility and enrollment of employees and dependents are set forth in the Aetna Booklet section of this SPD.

#### **B. WHEN COVERAGE BEGINS**

Unless a different commencement date is provided for in a collective bargaining agreement, participation under this Plan will commence on the first day of the month immediately following your date of hire, or if later, the first day of the month following the date when you meet all conditions (including making any cafeteria plan elections) for eligibility to participate in the Plan.

Your eligibility will also depend upon your making an annual election whether to enroll for health plan coverage. Information about enrollment procedures, including when coverage begins and ends for the various component benefit programs, is found in the SPD for the Lincoln University Premium Conversion Plan which is provided to you in addition to this SPD, and which is incorporated herein by reference. If you need another copy of that SPD, please contact the Office of Human Resources.

#### **C. TERMINATION OF PARTICIPATION**

Your participation and the participation of your eligible family members in the Plan will terminate on the last day of the month in which you terminate employment with the University. Coverage also may terminate if you fail to pay your share of an applicable premium, if your hours drop below any required hourly threshold, if you submit false claims, if you elect to drop Health Plan coverage at an annual enrollment or at any other time when a change of elections may be permitted under the University's Premium Conversion Plan, or for any other reason as set forth in the Aetna Booklet described in Section 16 of this SPD. You should consult the Aetna Booklet for specific termination events and information.

As is discussed in the next Section of this SPD, if health plan coverage for you or your eligible family members ceases because of certain "Qualifying Events" specified in COBRA (such as termination of employment, reduction in hours, divorce, death, or a child's ceasing to meet the definition of dependent), then you and your eligible family members may have the right to purchase continuation coverage for a temporary period of time. Continuation and reinstatement rights may also be available if you are absent from employment due to service in the uniformed

services pursuant to "USERRA" or similar laws. More information about coverage available pursuant to USERRA is set forth below in Section 5.

#### **SECTION 4. NOTICE OF COBRA CONTINUATION COVERAGE RIGHTS / PROCEDURES**

##### **A. INTRODUCTION**

This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan, at your expense, when you would otherwise lose coverage under the terms of the Plan. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should contact the Human Resources Department at the telephone number set forth in the explanation below.

##### **B. WHAT IS COBRA CONTINUATION COVERAGE?**

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "Qualifying Event." Specific Qualifying Events are listed later in this notice. After a Qualifying Event, and after any required Notice of that event is properly provided to the Plan's Administrator, COBRA continuation coverage must be offered to each person who is a "Qualified Beneficiary." You, your spouse, and your dependent children could become Qualified Beneficiaries if coverage under the Plan is lost because of the Qualifying Event. Under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

##### **C. WHO IS A "QUALIFIED BENEFICIARY"?**

A Qualified Beneficiary is either you, your spouse, or any dependent covered under the plan.

##### **D. WHEN CAN I ELECT CONTINUATION COVERAGE?**

You may elect Continuation Coverage once your regular coverage ends due to a Qualifying Event as described under the next heading. You must elect the coverage within 60 days from the end of your regular coverage or your insurance will not continue.

In addition, each Qualified Beneficiary may make his own election for Continuation Coverage whether you elect it or not.

**EXAMPLE:** John quits his job at the University and decides not to elect Continuation Coverage for himself under this Plan. However, John's wife may elect Continuation Coverage for herself if she was covered under the Plan before he quit his job.

##### **E. WHAT IS A "QUALIFYING EVENT"?**

If you are a covered employee, you will become a Qualified Beneficiary if you lose your coverage under the Plan because either one of the following Qualifying Events happens:

- Your hours of employment are reduced;
- Your covered employment ends for any reason other than your gross misconduct. (If you take an FMLA leave of absence and do not return to active employment, the Qualifying Event of termination of employment occurs at the earlier of the end of the leave or the date that you give notice to the University that you will not be returning to your job.); or
- The employer becomes bankrupt.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following Qualifying Events happens:

- Your spouse dies;
- Your spouse's hours of covered employment are reduced;
- Your spouse's covered employment ends for any reason other than his or her gross misconduct;
- The employer becomes bankrupt;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or

- You become divorced or legally separated from your spouse (in a State where legal separation is a recognized status).

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following Qualifying Events happens:

- The parent-employee dies;
- The parent-employee's hours of covered employment are reduced;
- The parent-employee's covered employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The employer becomes bankrupt;
- The parents become divorced or legally separated (in a State where legal separation is a recognized status); or
- The child stops being eligible for coverage under the plan as a "dependent child."

As is discussed below in detail, it is your obligation to inform the Plan Administrator of the occurrence of any Qualifying Event within 60 days of the event, other than a change in your employment status.

#### **F. HOW MUCH DOES CONTINUATION COVERAGE COST?**

If you elect Continuation Coverage, you must pay 102% of the applicable premium for the period of coverage. If the premiums are being paid for a disabled individual, then you must pay 102% of the applicable premium for the first 18 months and 150% of the applicable premium for the 19th month through the 29th month. You may pay the premium on a monthly basis and your first premium is due and payable 45 days after you make the initial election for coverage.

#### **G. WHEN DOES CONTINUATION COVERAGE BECOME EFFECTIVE ONCE ELECTED?**

Assuming the required premiums have been timely paid, Continuation Coverage is retroactive to the date you lost regular coverage under the Plan due to the occurrence of a Qualifying Event.

#### **H. WHEN DOES THE CONTINUATION COVERAGE END?**

You, as the covered employee, will be able to continue coverage for up to 18 months after the date of your termination of employment or reduction in hours. If during this 18-month period, the Social Security Administration determines you were disabled at the time of your Qualifying Event, you may extend your coverage up to 29 months from the date of the Qualifying Event. If you were entitled to Medicare benefits at the date of your Qualifying Event, then you and each of your dependents may elect separately to continue coverage up to 36 months.

Continuation coverage is available for up to 36 months to the following:

- Your spouse, if you and your spouse are divorced and your spouse is no longer covered under the Plan
- Your dependent child, if your child loses coverage because the child is no longer your dependent
- Your dependents, if you die
- Your dependents, if you become entitled to Medicare
- Any of your dependents, if the Qualifying Event was your employer's bankruptcy.

Continuation Coverage automatically ends after the following:

- The date the University terminates all of its plans subject to COBRA
- Thirty (30) days after the due date of your premium if the premium was not paid
- The date the Qualified Beneficiary becomes covered under another plan that does not contain a preexisting condition clause
- The date the Qualified Beneficiary becomes entitled to Medicare
- For disabled Qualified Beneficiaries, the date the Social Security Administration determines that the Qualified Beneficiary is no longer disabled

#### **I. WHAT ARE MY CONTINUATION COVERAGE RIGHTS IF I AM ABSENT FOR DUTY IN THE UNIFORMED SERVICES?**

If you fail to work at least 30 hours per week for more than 31 days because of duty in the uniformed services, you and your covered dependents will be entitled to elect Continuation Coverage in the same manner as if you had experienced one of the Qualifying Events described above, unless you are covered by an applicable collective bargaining agreement that provides greater benefits. However, this extended coverage will last no more than 18 months and cannot be extended regardless of the occurrence of any other subsequent event. See explanation below in Section 5.

**J. YOU MUST GIVE NOTICE OF SOME QUALIFYING EVENTS**

For the certain Qualifying Events (including divorce of the covered employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), YOU (or someone on your behalf) must notify the Plan's Administrator, IN WRITING, within 60 days after the later of: (1) the date of the Qualifying Event; or (2) the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the Qualifying Event. You must follow the notice procedures explained below and must mail or hand deliver this notice to Lincoln University Office of Human Resources at the following address:

Lincoln University of the Commonwealth System of Higher Education  
Office of Human Resources  
1570 Baltimore Pike  
P.O. Box 179  
Lincoln University, PA 19352  
484-365-7594  
Attention: Ms. Sharon Houston

**K. PROCEDURES APPLICABLE TO NOTICE OF A QUALIFYING EVENT THAT YOU MUST GIVE:**

Your notice to the Plan Administrator of a Qualifying Event must be in and must be mailed or hand delivered as noted above. Oral notice, including notice by telephone, is not acceptable. Electronic (including e-mailed or faxed) notices are not acceptable. If mailed, your notice must be postmarked no later than the deadline described above. If hand delivered, your notice must be received at the address specified above no later than the deadline described above.

**L. YOUR NOTICE OF A QUALIFYING EVENT MUST CONTAIN THE FOLLOWING INFORMATION**

- The name of the Plan(s) under which you were covered (e.g., "Lincoln University Health Plan");
- The name and address of the covered employee;
- The name(s) and address(es) of all Qualified Beneficiary(ies) who lost coverage due to the Qualifying Event (divorce, termination of regular spousal relationship, entitlement to Medicare Benefits under Part A, Part B or both, or dependent child's loss of dependent status);
- A description of the Qualifying Event (e.g., divorce or a dependent child's loss of dependent status);
- The date the Qualifying Event happened; and
- The signature, name, and contact information of the individual sending the notice.

If you are notifying the Plan Administrator of a divorce or legal separation, your notice must include a copy of the decree of divorce or evidence of the termination of the regular spousal relationship.

If your coverage is reduced or eliminated and later a divorce or legal separation occurs, and you are notifying the Plan Administrator that your Plan coverage was reduced or eliminated in anticipation of the divorce or termination of the regular spousal relationship, you must provide notice within 60 days of the date coverage was, or would be, lost, and must in addition provide evidence satisfactory to the Administrator that your coverage was reduced or eliminated in anticipation of the divorce or the termination of your spousal relationship.

If you provide a written notice that does not contain all of the information and documentation required by these Notice Procedures for Notice of Qualifying Event, such a notice will nevertheless be considered timely if all of the following conditions are met:

- The notice is mailed or hand delivered to the individual and address specified above;
- The notice is provided by the deadline described above;
- From the written notice provided, the Plan Administrator is able to determine that the notice relates to the Plan;
- From the written notice provided, the Plan Administrator is able to identify the covered employee and qualified beneficiary(ies), the Qualifying Event (the divorce, termination of regular spousal relationship, entitlement to Medicare Benefits under Part A, Part B or both, or Dependent child's loss of Dependent status), and the date on which the Qualifying Event occurred; and
- The deficient notice is supplemented in writing with the missing information and documentation necessary to meet the Plan's requirements within 15 business days after a written or oral request from the Plan Administrator for more information (or, if later, by the deadline for the Notice of Qualifying Event described above).

If any of these conditions is not met, the incomplete notice will be rejected and COBRA coverage will not be offered. If all of these conditions are met, the Plan will treat the notice as having been provided on the date that the Plan receives all of the required information and documentation but will accept the notice as timely.

The covered employee, Qualified Beneficiary with respect to the Qualifying Event, or a representative acting on behalf of either, may provide the notice. A notice provided by any of these individuals will satisfy any responsibility to provide notice on behalf of all qualified beneficiaries who lost coverage due to the Qualifying Event described in the notice.

If your notice was regarding a dependent child's loss of dependent status, you must, if the Plan Administrator requests it, provide documentation of the date of the Qualifying Event that is satisfactory to the Plan Administrator (for example, a birth certificate to establish the date that a dependent child reached the limiting age, a marriage certificate to establish the date that a dependent child married, or a transcript showing the last date of enrollment in an educational institution). This will allow the Plan Administrator to determine if you gave timely notice of the Qualifying Event and were consequently entitled to elect COBRA. If you do not provide satisfactory evidence within 15 business days after a written or oral request from the Plan Administrator that the dependent child ceased to be a dependent on the date specified in your Notice of Qualifying Event, his or her COBRA coverage may be terminated (retroactively if applicable) as of the date that COBRA coverage would have started. The Plan Administrator will require repayment to the Plan of all benefits paid after the termination date.

#### **M. DISABILITY EXTENSION OF COBRA COVERAGE**

If you are determined by the Social Security Administration to be disabled and you notify the Plan Administrator in writing in a timely fashion, all of the qualified beneficiaries in your family may be entitled to receive up to an additional 11 months of COBRA coverage, for a total maximum of 29 months, subject to the Continuation Coverage Offset Rules. This extension is available only for qualified beneficiaries who are receiving COBRA coverage because of a Qualifying Event that was the Covered Employee's termination of employment or reduction of hours. The disability must have started at some time before the 61st day after the Covered Employee's termination of employment or reduction of hours, and must last at least until the end of the period of COBRA coverage that would be available without the disability extension (generally 18 months, as described above).

The disability extension is available only if you notify the Plan Administrator in writing of the Social Security Administration's determination of disability within 60 days after the latest of:

1. The date of the Social Security Administration's disability determination;
2. The date of the covered employee's termination of employment or reduction of hours; or
3. The date on which the Qualified Beneficiary loses (or would lose) coverage under the terms of the Fund as a result of the Covered Employee's termination of employment or reduction of hours.

You must also provide this Notice within 18 months after the Covered Employee's termination of employment or reduction of hours in order to be entitled to a disability extension.

If these procedures are not followed, or if the Notice is not provided in writing to the Plan Administrator during the 60-day notice period and within 18 months after the Covered Employee's termination of employment or reduction of hours, then there will be no disability extension of COBRA coverage.

#### **N. SECOND QUALIFYING EVENT EXTENSION OF COBRA COVERAGE**

If your family experiences another Qualifying Event while receiving COBRA coverage because of the Covered Employee's termination of employment or reduction of hours (including COBRA coverage during the Disability extension period described above), the spouse and dependent children receiving COBRA coverage can get up to 18 additional months of COBRA coverage, for a maximum of 36 months, subject to the continuation coverage offset rules, if Notice of the Second Qualifying Event is properly given to the Plan Administrator. This extension may be available to the spouse and any dependent children receiving coverage if the covered employee or former covered employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first Qualifying Event not occurred.

This extension due to a Second Qualifying Event is available only if you notify the Plan Administrator in writing of the Second Qualifying Event within 60 days after the later of: (1) the date of the Second Qualifying Event; or (2) the date on which the Qualified Beneficiary would lose coverage under the terms of the Plan as a result of the Second Qualifying Event (if it had occurred while the Qualified Beneficiary was still covered under the Plan).

#### **O. MORE INFORMATION ABOUT INDIVIDUALS WHO MAY BE QUALIFIED BENEFICIARIES**

- *Children born to or placed for adoption with the active employee during COBRA coverage period*

A child born to, adopted by, or placed for adoption with an active employee during a period of COBRA coverage is considered to be a qualified beneficiary provided that, if the active employee is a Qualified Beneficiary, the active employee has elected continuation coverage for himself or herself. The child's COBRA coverage begins when the child is enrolled in the Plan, whether through special enrollment or open enrollment, and it lasts for as long as COBRA coverage lasts for other family